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**GENERAL CONDITIONS FOR PROVIDING PAYMENT SERVICES TO PRIVATE INDIVIDUALS,  
ENTREPRENEURS AND AGRICULTURISTS**

**UNICREDIT BANK SERBIA JSC BELGRADE**

**Belgrade, 23<sup>rd</sup> of October 2023**

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Pursuant to Article 73, paragraph 1, point 5 of the Law on Banks ("Official Gazette of the Republic of Serbia" No. 107/2005, 91/2010 and 14/2015), in accordance with the provisions of the Law on Payment Services and Article 23.1.5 of the Articles of Association of UNICREDIT BANK SERBIA JSC BELGRADE (hereinafter: the Bank), at the meeting held on 23<sup>rd</sup> of October 2023 the Bank's Supervisory Board adopted the General Conditions for Providing Payment Services to Private Individuals, Entrepreneurs and Agriculturists.

## GENERAL PROVISIONS

### Basic information about the Bank

1. Business name: UNICREDIT BANK SERBIA JSC Belgrade (STARI GRAD)
2. Main office: Municipality: Belgrade-Stari Grad, street: Rajiceva 27-29, 11000 Belgrade
3. Tax Identification Number (TIN): 100000170
4. Corporate registration number: 17324918
5. Account number at the National Bank of Serbia: 908-17001-94
6. Bank's website: [www.unicreditbank.rs](http://www.unicreditbank.rs)
7. E-mail address: [kontakt@unicreditgroup.rs](mailto:kontakt@unicreditgroup.rs)
8. Info phone: +381 11 3777 888
9. Work licence issued by the National Bank of Yugoslavia, in a Decision No. 1437 dated 2<sup>nd</sup> July 2001
10. Date of registration with the Business Registers Agency: 31<sup>st</sup> of March 2005, ref. No. 4856/2005
11. Control and supervision of the Bank's operations, as well as supervision of the operations in connection with the provision of payment services in the Republic of Serbia is performed by the National Bank of Serbia (hereinafter: **NBS**), based in Belgrade, addresses: Kralja Petra 12 and Nemanjina 17, in accordance with the statutory regulations governing the operations of banks.
12. In accordance with the Law on Payment Services ("Official Gazette of the RS" No. 139/2014) (**hereinafter: the Law**), in these General Conditions for providing payment services to Private Individuals, Entrepreneurs and Agriculturists (**hereinafter: GC for payment services**) the Bank, as the provider of payment services, provides information to clients regarding the use of payment services and regulates mutual rights and obligations of the Bank and Private Individuals, Entrepreneurs and Agriculturists (**hereinafter: Users/Clients**) in connection with the execution of payment services in accordance the Law on Payment Services:
  - i. Opening, maintaining and closing of Payment accounts,
  - ii. The rights and obligations of the Bank and the Clients as account owners/ payment services users,
  - iii. Conditions and the manner of providing of payment services,
  - iv. Execution of payment transactions, time of receipt, and deadlines for the execution of payment orders,
  - v. Calculation and collection of fees for payment services of the Bank,
  - vi. Notification and other measures related to the execution of payment transactions,
  - vii. Conditions and the manner of amendments, supplements and termination the Framework Agreement,
  - viii. Protection of payment service Users,
  - ix. Other issues of importance for the operation of the Bank in accordance with the Law on Payment Services and other relevant decisions of National bank which regulate payment services
13. In accordance to the provisions of the Law, these GC for payment services together with the following documents:
  - i. Tariff for general banking services for Private Individuals and Agriculturists,
  - ii. Tariff for general banking services for Entrepreneurs,
  - iii. Tariff for debit and credit cards for Private Individuals and Agriculturists,
  - iv. Tariff for debit and credit cards for Entrepreneurs,

- v. Cut-off time plan for payment accounts for Private Individuals, Entrepreneurs and Agriculturists (time of receipt and execution of payment orders), **hereinafter: Cut-off time plan**,
  - vi. Special Conditions for certain additional services/products of the Bank, whether they are an integral part of individual agreements or are available to Clients on the Internet presentation and/or in the Bank's branches ,
- govern all the business relations between the Bank and the Clients/Users in connection with providing payment services.
14. GC for payment services are considered an integral part of any individual Agreement on the Opening, Maintaining and Closing of RSD Account, Agreement on the Opening, Maintaining and Closing of Foreign Currency Account, Agreement on Issuance and Use of payment Cards, other agreements on payment services with permanent execution, as well as other accounts, irrespective of their names, defined as payment accounts in accordance with the provisions of the Law on Payment Services, and, together with the following documents:
- i. Tariff for general banking services provided to Private Individuals and Agriculturists,
  - ii. Tariff for general banking services for Entrepreneurs,
  - iii. Cut-off time plan,
  - iv. Special Conditions for certain additional services/products of the Bank and Tariffs for those services such as Tariff for debit and credit cards, whether they are an integral part of individual agreements or are available to the Clients on the Internet presentation and/or in the Bank's branches,
- as defined by the Bank and the Client, are the Framework Agreement on Payment Services, as a unified whole in terms of the Law (**hereinafter: Framework Agreement**).
15. It shall be considered that a Client has concluded the Framework Agreement by signing the Agreement on the Opening, Maintaining and Closing a Payment Account with the Bank, which includes a provision on acceptance and implementation of these GC for payment services, which is an integral part. These GC for payment services shall apply to the business relationship between Client and the Bank, from the date of conclusion of the Agreement on the Opening, Maintaining and Closing a Payment Account, unless the Agreement itself provides otherwise. The day of implementation of the GC for payment services is the same as the day of implementation of the Agreement.
16. Depending on the technical capabilities, the signing of the contract and other documents related to the business relationship between the client and the Bank can be carried out through:
- i. Handwritten signature on the paper and/or other permanent data-storage
  - ii. Qualified electronic signature, issued by the Certification Authority, licensed by the Ministry
  - iii. Handwritten electronic signature (Biometrics), whose gathering and storage is recommended by international safety standards and prescribed by internal documents of the Bank.
  - iv. Token (one-time generated security code) which can be generated by Token appliance or M-token application in the way regulated by Special Conditions for usage of electronic and mobile banking for Private individuals, Entrepreneurs and Agriculturists.
  - v. Giving consent for the conclusion of the contract using at least two elements for confirming the client identity (authentication) or using schemes for electronic identification of a high level of reliability, compliant with the restrictions prescribed by the Law on the Protection of Users of Financial Services in Remote Contracting
  - vi. And other models of signing in accordance with the current regulations.
- The Bank is obliged to take all measures to ensure the existence of digital archive dedicated to the preservation of original electronic documents, which includes the implementation of all the organizational, physical and technical/logical measures in the process of inputting, safe-keeping and distraction of these documents.
17. When opening a payment account and/or contracting any payment services, along with information from these GC for payment services the Bank shall also provide the Client with other acts of the Bank which regulate certain payment services requested or contracted by the Client (for example: Special Conditions for Additional Services/Products, General Conditions for Private individuals, Entrepreneurs and Agriculturist – General Part (**hereinafter: GBC**), Cut-off time plan, etc.).
18. In a prominent place in all its branches, as well as on the Bank's website, with the address [www.unicreditbank.rs](http://www.unicreditbank.rs), the Bank shall make available a copy of the GC for payment services and other documents in terms of the Law, in Serbian language, in order to enable Clients/Users to get to know with the terms and conditions for providing payment services of the Bank.
19. The current GBC of UniCredit Bank Serbia JSC Belgrade shall apply to any issues not regulated by these General Terms for Provision of Payment Services.
20. Individual application of these GC for payment services to Clients is ensured by concluding a written Agreement between the Bank and the Client, and the Bank is obliged to also apply these GC for payment services, GBC, Special Terms and Conditions for Certain Additional Services/Products of the Bank to the business relationships which, in terms of the Law, already exist between the Bank and the Client, having been created and based on other forms of business cooperation under the then applicable rules and regulations of the Bank, even without specifically concluded agreements.

## I. THE MEANING OF CERTAIN TERMS

Certain terms used in these GC for payment services shall have the following meanings:

**Payment account** is the payment account that the Bank, under the Agreement and these GC for providing payment services, opens to the Client, as payment service user, to be used for execution of payment transactions and for other purposes with regard to the services that the Bank provides to the payment service users. The Bank maintains the account in the local currency or in specific foreign currencies, separately for each currency.

**Payment account with basic services** is a payment account that the Bank, under the Agreement and these GC for providing payments services, opens to consumer i.e. payment services user, which is used for the execution of payment transaction in dinars. The basic services related to this payment account include: services that are necessary for opening, maintaining and closing of payment account, services that enable cash deposit to a payment account, services that enable cash withdrawal from payment account at counters or on ATM's and other similar devices, services of execution of payment transaction, i.e., transfer funds from/on this payment account, through: direct debit, using payment cards including payment via Internet, credit transfer, including standing orders, to the appropriate devices, bank counters and the use of the Internet.

**Unique identifier** (hereinafter: **UI**) is a combination of letters, numbers and/or symbols, determined by the Bank for the Client, used in payment transactions for unambiguous identification of that Client and/or his payment account. To a Client, the UI represents the number of his current account at the Bank, which consists of a fixed number of the Bank, the account number and the control number.

**Change of payment account** is a services which Bank provides to payment services user, who opens or has payment account with a new payment service provider in the Republic of Serbia, enables the change of payment account in same currency, based on authorization.

**Client** means a private individual (resident and non-resident), entrepreneur or agriculturist who has opened a payment account with the Bank and who has concluded an Agreement on Opening, Maintaining and Closing an Account with the Bank, or has approached the Bank for the purpose of using its payment services.

**Consumer** is a private individual who has concluded an Agreement on Payment Services for purposes other than his/her business or other commercial activities.

**Entrepreneur** is a private individual but not a Consumer, with a business capacity who is performing an activity to generate revenue.

**Payment service user** is a private individual or legal entity who uses or has used the payment services in the capacity of payer and/or payee, or has addressed the Bank for the purpose of using such services;

**Legal residence in the Republic of Serbia**- indicate the residence of private individuals in the Republic of Serbia, in accordance with regulations governing permanent residence and inhabitancy of citizens, respectively inhabitancy of foreigners according with the Law of Foreigners, including foreigner that inhabit in the Republic of Serbia according to regulation about asylum and refugees, or based on international agreement.

**Payer** is a private individual or legal entity who issued a payment order to be paid from his payment account or provided consent for the execution of a payment transaction on the basis of a payment order issued by the payee, and in the absence of payment account - a private individual or legal entity issuing a payment order;

**Payee** is a private individual or legal entity identified as the recipient of funds that are the subject of a payment transaction;

**Merchant** is a payee determined as a recipient of funds based on request for payment at point of sale.

**Payment transaction** is a pay-in, transfer or pay-out of funds initiated by the payer or payee, and it is executed regardless of the nature of legal relationship between the payer and payee;

**Payment order** is an instruction of the payer or the payee to the Bank requiring the execution of a payment transaction;

**RTGS system** (real time gross settlement) means acceptance and execution of individual payment orders of banks in the shortest possible period from the time of their acceptance, up to the cover in the account. RTGS system executes all payment orders indicated as urgent, from the amount of RSD 300,000.00, and orders in the amounts prescribed by the "Decision on the minimum value of payment transactions to be carried out in substantial payments system".

**Clearing** – means acceptance and execution of individual payment orders in the amount prescribed by the "Rules of work of the clearing payment system of the National Bank of Serbia"

**IPS payment system** – payment system operated by National bank of Serbia which is used for money transfer in RSD between participants in that system for execution of instant credit transfers.

**Payment instruments** is any personalised means and/or a series of actions agreed between the payment service user and the Bank, utilised by that user to issue payment orders. These may be, for example, debit cards, the use of a personal identification number (PIN), user codes and passwords (in electronic and mobile banking), and the like.

**Low-value payment instrument** indicates a payment instrument that refers exclusively to the execution of individual payment transactions whose amount does not exceed RSD 3.000, or whose total spending limit does not exceed RSD 15.000, or the total value of funds deposited in that payment instrument never exceeds RSD 15.000, which does not require the conclusion of a separate written agreement and for which the Bank is not obliged to forward any amendments and supplements regarding the terms of use to the users in written form. In terms of the operations of the Bank, the payment instrument for the payment of small amounts is a non-rechargeable PrePaid card (**hereinafter: Non-rechargeable PrePaid Card**).

**Electronic money** are electronically (including magnetically) deposited funds that make up a monetary claim against the issuer of the funds, issued upon the receipt of funds for the purpose of execution of payment transactions and received by a private individual and/or legal entity who is not the issuer of these funds;

**Domestic payment transaction** is a payment transaction in which the payer's bank and the payee provider of payment services provide that service in the territory of the Republic of Serbia;

**International payment transaction** is a payment transaction where one bank provides the service on the territory of the Republic of Serbia and the other bank outside the territory of the Republic of Serbia, as well as a payment transaction in which the same bank provides the service in the territory of the Republic of Serbia for one payment service user, while providing it in the territory outside of the Republic of Serbia for the same or another payment service user;

**Credit transfer** is a payment service where the payer initiates the execution of one or more payment transactions with its payment service provider, including the issuance of a standing order.

**Standing order** is a payer's instruction to the Bank which governs future periodic execution of one or more payment transactions.

**Direct debit** is a payment service which regulates the future execution of one or more payment transactions, where the payee initiates the payment transaction to debit the payer's account on the basis of the consent of the payer, and which includes all individual payment transactions, regardless of whether the consent was given for one or a series of payment transactions.

**Instant Credit Transfer** – domestic payment transaction in dinars, up to the amount of RSD 300,000.00, indicated as urgent, which is executed within IPS payment system.

**Instant transfer order** – an electronic transfer order in the IPS payment system, prepared to carry out a payment.

**Debit card or Card** is a payment instrument which allows the Client to pay for goods or services either in the retail store or from a distance, and/or to withdraw and/or deposit cash, and/or to use other services at an ATM machine or another device, in accordance with the Agreement on the Issuance and Use of Debit Cards.

**PIN** (Eng: Personal Identification Number) is a personal identification number, a numerical code known only to the User, which allows the identification of the Client when using a card at ATM and POS terminals, and which is therefore strictly confidential.

**E-COMMERCE SERVICE** - accept payment by payment card or payment instrument for instant transfer at internet point of sale.

**ATM (AUTOMATIC TELLER MACHINE)** is an electronic device which, depending on its functionality, may be used to deposit and withdraw cash payments, inquire about account balance, pay bills, supplement the mobile phone credit, change the PIN, etc.

**IBAN** is an international standard for the numbering of Bank accounts. IBAN is a unique identifier of Clients' accounts that the Bank provides to its clients; it includes precise identification of the country, the Bank, and the Client's Bank account number anywhere in the world.

**Permanent data carrier** means any device which enables the user to save data intended for him/her, to access this data, and to reproduce them in their original form, during the period that suits the purpose of storage;

**Account statement/account balance** is a document containing information about individual executed payment transactions, created for a certain period of time and delivered to the Client;

**Special Conditions for certain additional services/products** are terms and conditions relating to the use of certain additional products/services connected with a current account, which the Bank provides to Clients. These special conditions may be defined in a special document i.e. individual agreement for the use of these products/services, or be part of the GC for Payment Services (for example: e-banking services, mobile banking, standing order, direct debit, SMS service, SMS Card Alarm, etc.),

**Tariff for Payment Services of the Bank** is a special document of the Bank which defines all types and amounts of fees charged by the Bank to the Client for the execution of payment transactions, execution of payment services, and so on. The Tariff is presented in all the Bank's branches and on the website of the Bank: [www.unicreditbank.rs](http://www.unicreditbank.rs).

**List of representative services (LRU)** is a document of National Bank of Serbia (NBS) which contains list of representative services connected with payment account. National Bank of Serbia publishes and regularly updates LRU on its website. LRU is available to client on website and in the premises of the Bank.

**Overview of services and fees (PUN)** is a bank document, on the form prescribed by NBS, which contains a list of services from the LRU related to the payment account that the payment service provider has in offer and information of individual fee for each services.

**The Fee Report** is a report about all collected fees for services related to a payment account that the Bank delivers to the client at least once a year, on a form prescribed by the NBS, free of charge.

**Cut-off time plan** is a special document of the Bank which defines the time of receipt of payment orders and the time of execution of payment transactions, as well as conditions and manner of execution of payment transactions, both domestic and international. The Cut-off time plan is made available to the Clients in all the branches and on the website of the Bank: [www.unicreditbank.rs](http://www.unicreditbank.rs).

**Business/working day** is a day or part of a day during which the bank, as payers' or payee provider of payment services participating in the execution of payment transactions, operates to allow the execution of payment transactions of its payment service users. The Bank defines the Business Day in its Cut-off time plan.

**Value date** is the reference date i.e. reference time which the Bank uses when calculating interest on funds debited or credited to the payment account;

**Debit value date** is the day on which the Bank debited the payment account of the Client for the amount of the payment transaction;



**Credit value date** is the day on which the Bank credited the account of the payee's provider of payment services, or in case of receipt of a payment transaction, the date on which the Bank credited the Client's account.

**Reference interest rate** is the rate on the basis of which interest is calculated and is publicly available. It is established independently of the unilateral wills of the Bank and the Client that concluded the Framework Agreement.

**Passive interest rate** is a rate at which the Bank pays interest to users of payment services for funds held on a payment account in Bank.

**Overdraft** is the amount of funds that Banks makes available to client on their payment account based on overdraft agreement.

**Non-allowed debit account balance** is the amount of funds used by the account beneficiary beyond the contractual relationship with the Bank.

**Reference exchange rate** is the exchange rate on the basis of which the calculation is performed when exchanging currency, and which the Bank makes available to its Clients by publishing its exchange rates, unless otherwise provided in the Agreement on Opening, Maintaining and Closing of Account;

**Reference number** is a number or other information assigned by the Bank in order to identify a payment transaction;

**Unified Register of Accounts** is the electronic database maintained by the NBS in electronic form as a unique register of current and other accounts of legal entities and private individuals;

**Agreement** is the agreement on the opening, maintenance and closing of an individual payment account;

**Supervisory authority** means the National Bank of Serbia (**hereinafter: NBS**), headquarters in Belgrade, addresses: Kralja Petra 12 and Nemanjina. 17, in charge of supervision and control of the operations of the Bank in connection with the provision of payment services in the Republic of Serbia;

**The Law** means the Law on Payment Services, including amendments and supplements to the Law as well as bylaws adopted pursuant to the Law.

## II. TYPES OF PAYMENT SERVICES AND TERMS OF USE

1. The Bank provides the following payment services to its payment service users:

- i. Services that allow deposit of cash funds to a payment account, as well as all the services required for the opening, maintaining and closing of that account;
- ii. Services that allow withdraw of cash funds from a payment account, as well as all the services required for the opening, maintaining and closing of that account;
- iii. Services of funds transfer from the payment account or to the payment account, as follows:
  - a. By credit transfer,
  - b. By direct debit, including one-off direct debit,
  - c. By use of cards or similar means,
  - d. By instant credit transfer
- iv. Execution of payment transactions where the funds have been provided from a loan approved to a Client;
- v. Issuance of payment instruments and/or acceptance of these instruments on the basis of which the Bank allows the payee the execution of payment transactions initiated by the payer by using a specific payment instrument;



- vi. Execution of remittances where the Bank receives the payer's funds without opening a payment account for the payer or the payee, solely for the purpose of placing the funds at the disposal of the payee, or to transfer the funds to the payee's provider of payment services, who places them at the disposal of the payee.

2. The Bank also provides the following services to its Clients:

- i. Execution of payment transactions between residents and non-residents in RSD and in the currencies of other countries, and payment transactions between residents in the currencies of other countries, in accordance with the limits specified by the regulations on foreign exchange.
3. According to these GC for payment services, the payment services provided by the Bank to its Clients relate to domestic payment transactions executed in RSD, domestic payment transactions in the currencies of other countries, as well as international payment transactions, regardless of the currency of payment, in accordance with the Law on Foreign Exchange.
4. Until the date of accession of the Republic of Serbia to the European Union, payment transactions in RSD between residents and non-residents, or between non-residents, are considered international payment transactions, in accordance with the Law on Foreign Exchange.

### III. SINGLE-PAYMENT TRANSACTIONS

1. The agreement on a single-payment transaction regulates the execution of a single specific payment transaction not covered by the Framework Agreement. An agreement on a single-payment transaction shall be considered concluded upon the reception of the payment order and funds for its execution.

2. **Preliminary information about a single-payment transaction**

2.1. Prior to the conclusion of the agreement on a single-payment transaction, the Bank shall make the following information readily available to the payment service user:

- i. Data on the unique identifier or other data which the user of the payment services is obliged to provide for the purpose of proper execution of the payment order;
- ii. Deadline for the execution of the payment transaction;
- iii. Types and amounts of all the fees the Bank will charge to the payment service user, and if the Bank charges these fees collectively - also the type and amount of each individual fee that makes up the aggregate fee;
- iv. In the case of currency exchange - the exchange rate, i.e. the reference rate used by the Bank for the payment transaction.

2.2. At the request of the user of payment services, the Bank shall submit this information to the user on paper.

2.3. The Bank may provide this information to the payment service user in the form of a draft agreement on a single-payment transaction or a payment order containing these information.

2.4. Depending on amount of single payment transaction, The Bank will perform all necessary controls prescribed by Anti-money laundry and Counter-terrorism financing Law.

3. **Information to be provided to the payer upon receipt of a payment order**

3.1. As the payer's provider of payment services, immediately upon receipt of the payment order for the execution of a single-payment transaction, the Bank shall provide or make readily available to the payer the following information:

- i. Reference number or other information which enables the payer to identify the payment transaction, and information on the payee;
- ii. The amount of the payment transaction in the currency specified in the payment order;

- iii. The amounts of any fees charged to the payer for the execution of a payment transaction, and if the Bank charges its fees collectively - also the type and amount of each individual fee that makes up the aggregate fee;
- iv. In the case of currency exchange - the exchange rate, i.e. the reference rate used by the Bank, as the payer's provider of payment services, for the payment transaction, as well as the amount of the payment transaction after the currency exchange;
- v. Date of receipt of the payment order.

3.2. At the request of the payer, the Bank shall submit the above information to the payer on paper.

#### **4. Information to be provided to the payee upon execution**

4.1. As the payee's provider of payment services, immediately upon the execution of a single-payment transaction the Bank shall provide or make readily available to the payee the following information:

- i. Reference number or other information which enables the payee to identify the payment transaction, as well as information on the payer and other data transferred with that payment transaction in accordance with the Law;
- ii. The amount of the payment transaction, in the currency in which the funds were made available to the payee;
- iii. The amount of any fees charged to the payee for the execution of the payment transaction, and if the Bank charges these fees collectively - also the type and amount of each individual fee that makes up the aggregate fee;
- iv. In the case of currency exchange - the exchange rate used by the Bank, as the payee's provider of payment services, during the execution of the payment transaction, as well as the amount of the payment transaction prior to the currency exchange;
- v. The date when funds were made available to the payee.

4.2. At the request of a payee, the Bank may forward this information to the payee on paper or on another permanent data carrier.

#### **IV. INFORMATION ON THE MANNER AND MEANS OF COMMUNICATION BETWEEN THE CLIENT AND THE BANK**

1. Communication between the Client and the Bank may be oral and written (provided via informative and advertising materials available at the Bank's counters, the Bank's Internet presentation, by telephone contact, through the Contact Centre, by direct verbal and written communication, as well as through other electronic forms of communication, including advertising through the mass media), in the way more closely prescribed by the agreement signed between client and Bank
2. Any written correspondence between the Client and the Bank made in person at the premises of the Bank shall be considered received by the Bank only after the Client's copy of the document has been certified by the Bank's receipt stamp, or after a written confirmation of receipt has been issued by the branch.
3. In the case of submission of documents to the Bank or forwarding of documents by the Bank in accordance with the order of the Client, the Bank will with reasonable care examine the documents to determine whether they were created in accordance with the instructions and statutory provisions.
4. Documents shall be submitted to a third party solely on the basis of an adequate authorisation for the receipt of such documents.
5. The Bank may also deliver a document to a Client through a third party with which it has concluded a delivery services agreement. Third parties shall have a contractual obligation to protect the confidentiality of business information and Client's personal data. For delivery to be considered proper, the Bank and the person performing the delivery on behalf and for the account of the Bank shall provide proof that the shipment was indeed forwarded to the Client, and ensure the preservation of that proof for a required period of time.
6. Any written communication by the Bank to the Client shall be legally valid and binding for the Bank, even in the case when the written document does not contain a signature and stamp of the Bank, if that document was created using the memorandum of the Bank, or if it contains the official logo of the Bank.
7. Written communication by the Bank to the Client shall be forwarded only to the last known permanent/temporary address, or the address of the Client registered in the relevant register of companies or provided to the Bank if haven't been registered in the relevant register of companies but at some other authorized entities or organizations.
8. Prior to acting on such an order, as a precautionary measure the Bank may request, at the Client's expense, a confirmation of order provided in the manner described in the previous

paragraph, by telephone, SMS and/or e-mail, depending on the nature of the case.

9. If so agreed, the Bank may communicate with a Client in writing also by sending SMS notifications, fax or e-mail, or by electronic/mobile banking, if the Bank possesses above contact data, and it shall be considered that notification had been submitted by the Bank if the Bank had used the last known e-mail address or phone/fax number, as follows:
  - i. If sent by SMS message - on the day when the SMS message was sent to the Client, as evidenced by proof of sent SMS message,
  - ii. If sent by fax – on the day when the fax was sent to the Client, as evidenced by proof of sent fax message,
  - iii. If sent by e-mail - on the day when the electronic message was sent, as evidenced by the email message containing information on the date and time of transmission, as well as information on the recipient,
  - iv. If sent by electronic/mobile banking – by sending a notice to the registered account of the Client in the electronic/mobile banking application,
  - v. If sent by courier service - upon the expiry of the usual time necessary for courier delivery, as evidenced by the courier service's proof of delivery or attempted delivery,
  - vi. If sent by post – by forwarding a registered via the Post Office, including sending the letter/parcel to the address of a third party authorised to receive mail on behalf of the Client, in accordance with the explicit written statement of the Client submitted to the Bank in this regard, as evidenced by an appropriate postal document (receipt list, return slip, delivery slip, inquiry slip, etc.).
10. If a Client intends to communicate with the Bank by electronic means, he shall be required to provide an e-mail address and must fulfil the minimum technical requirements for the use of electronic mail, including the ability to access and reproduce any notifications forwarded by the Bank in this manner.
11. If a Client intends to communicate with the Bank via electronic/mobile banking, he shall be obliged to fulfil the minimum technical requirements for the use of specific application, such as: possession of a computer/mobile phone, an adequate operating system, a hardware base which supports the specific application, an Internet browser, provided that the terms of use are regulated in detail by the Special Conditions for usage of electronic and mobile banking for Private individuals, Entrepreneurs and Agriculturists.
12. The Framework Agreement shall be concluded in the Serbian language and any communication and additional documentation to be exchanged between the Client and the Bank during the contractual relationship shall be in Serbian. At the explicit written request of a non-resident and/or non-citizen Client, the Framework Agreement may also be bilingual, in Serbian and English, with the proviso that the Serbian version shall prevail in the case of a dispute.
13. Communication for the purpose of exchange of information and notifications between the Bank and the Client shall be in Serbian language.
14. If a Client wishes to submit to the Bank documents in a foreign language, he shall provide and forward to the Bank a certified translation of that documents, translated by a certified court interpreter for the relevant language. If a Client fails to provide the above, at its sole discretion the Bank may:
  - i. Not perform its obligation to the Client;
  - ii. Ask the Client to submit a document that has been translated into Serbian by a certified court interpreter, within a specified reasonable period of time.
15. For the duration of the agreement, the Bank is obliged to provide to the Client, at his written request, a copy of the Framework Agreement and all the information related to the contractual relationship between the Bank and the Client, on paper or another permanent data carrier.
16. While doing business with the Bank, especially during a contractual relationship, the Client- private individual is obliged to promptly notify the Bank in writing of the change of his personal data, data about the proxies or persons authorised to dispose of the funds in his account, as well as other data relating to the accounts and communication between the Client and the Bank and the Unified Register of Accounts. Otherwise, the Bank reserves the right not to conclude the Framework Agreement i.e. to terminate the existing Agreement on Opening, Maintaining and Closing the Account. Contact data related to the mobile phone number and e-mail address, which the Client has registered with the Bank, he/she can, also, change via the mobile banking application.
17. During the contractual agreement, information on the status and other changes related to the entrepreneurs' current accounts, which are registered with the organization responsible for keeping the register of companies, the Bank adjust within 3 (three) working days from the data takeover from this organization.
18. The Bank shall inform the Client on the executed payment transactions, as well as on the balance and changes in the accounts, using the account statement/account activity statement, once per month, in the agreed manner, on paper and/or other permanent data carrier, free of charge, except in situations where account activity statements are delivered to clients on a daily basis or in a manner otherwise determined by the signed agreements. It shall be considered that the information on executed payment transactions have been properly delivered if they have been forwarded in the way as agreed in the Agreement between the Bank and the Client.
  - i. To the agreed address (either to the address specified in the Agreement on Opening, Maintaining and Closing the Account, or to the address specified in any other subsequently submitted document), or registered address from the competent registry
  - ii. By e-mail or via electronic/mobile banking.
19. Any additional notifications, or notifications more frequent than those described in the previous paragraph and/or individual agreement, provided at the Client's request, shall be subject

to payment of an adequate fee, in accordance with the Bank's relevant Tariff

20. The Bank shall not bear any legal or financial responsibility for damages that may occur to the Client or third parties because the Client did not receive notification of the Bank or a letter/note sent to the last known address/e-mail address.

## V. ADVERTISING AND PROVIDING INFORMATION

1. The Bank is obliged to advertise its payment services in a clear and easily understandable way, and advertising cannot contain inaccurate information or information that can mislead the users of payment services about the terms and conditions of their use.
2. The Bank is obliged to provide information and notifications to the payment service users in a clear and easily understandable way.
3. If the Bank is obliged to provide its payment service users with certain information by delivering such information, the Bank shall do this in a way that does not require additional activities of the users of payment services. The methods are defined in these GC for payment services.
4. If the Bank is obliged to provide certain information to the payment service users by making them available, it will do so in a way that may require additional activities of users of payment services, including the availability of these information in the Bank's branches or on the website of the Bank.

## VI. PROVIDING INFORMATION

1. Within a reasonable time, prior to the conclusion of the Framework Agreement, The Bank is obliged to submit to the payment service user the information identified as mandatory elements of the Agreement including and Overview of services and fees connected with payment account (PUN), in a manner that will enable the user to get acquainted with the terms and conditions relating to the provision of payment services, compare the offers of different payment service providers, and assess whether these conditions and services match his needs.
2. Prior to committing itself by providing an offer or concluding the Framework Agreement, the Bank shall first provide to the Clients information they will need to be able to compare the offers of various banks and make a decision to conclude an agreement, especially information about the Bank, the terms and conditions of payment services, all the fees, interest rates, exchange rates, the manner of mutual communication, protective and corrective measures, the method of amending and terminating the Framework Agreement, as well as information on the legal protection, on paper or another permanent data carrier, sufficiently in advance, so that the Client can have time to make a decision on the conclusion of the agreement. It shall be considered that the Bank has fulfilled its obligation to inform the Client if it has delivered him a copy of the Draft Framework Agreement and/or an offer which contains information referred to in this paragraph.
3. The Bank is also required to provide the payment service user with information referred to in the previous paragraph in a way that will at no time mislead him concerning the terms and conditions relating to the provision of payment services.

## VII. TERMS AND CONDITIONS FOR OPENING, MAINTAINING, CHANGING AND CLOSING OF PAYMENT ACCOUNTS

1. A payment account may be a current account or any other payment account that allows payment i.e. execution of payment transactions.
2. A Client may have current accounts with the Bank for payments in RSD and EUR, as well as other payment accounts in the currency of other countries, in order to be able to make payments in accordance with the Law on Foreign Exchange and under the condition that he submits to the Bank all the information necessary for opening an account and required by the Unified Register of Accounts. The funds in the payment accounts shall be maintained as sight deposits; the Bank shall insure them with the Deposit Insurance Agency and they shall be subject to control by the competent authorities based on tax and other obligations in accordance with regulations.
3. The users of payment services may have more than one bank account, as well as accounts in several banks.
4. The Bank is obliged to allow a consumer, who has legal residence in the Republic of Serbia and does not have an open payment account, at his request to enable the opening and using of payment account with basic services. The Bank may refuse to open a payment account with basic services, if consumer already has opened this type of account in another Bank in the Republic of Serbia, unless the consumer delivers the written statement and notice of the other Bank that payment account will be closed. If the Bank rejects to open a Payment Account with basic services, the Bank should, without delay and without compensation, in written form, to delivery the consumer a notice of refusal and reasons for refusal, as well as to provide information on the right to object and complaint and the possibility of out-of-court settlement of the disputed relationship.

5. Without charging, the Bank will make available information regarding the payment account with the basic services, terms of use and fees connected with that account, as well as the indication that the contracting of additional services is not a requirement for opening and using a payment account with basic services, at the premises of the Bank, as well as on the website.
6. The NBS prescribes the detailed conditions and the manner of opening, maintaining and closing of current accounts, their unique structure, as well as the detailed terms and conditions of opening, maintaining and closing other payment accounts and their unique structure. The detailed terms and conditions and the manner of opening, maintaining and closing of foreign currency bank accounts of residents and non-residents, as well as their unique structures, are defined in accordance with the regulations governing foreign exchange and other bylaws.
7. When opening the account - as the initial activities in the establishment of a business relationship, and after opening the account - in the execution of payment transactions during the business relationship, the Bank shall have the right:
  - i. To freely select, based on the assessment of the competent services of the Bank and the decisions of its bodies, the Clients with whom it shall enter into business relations by opening payment accounts for them and/or by executing any other payment services, including the discretionary right to refuse to conclude an agreement or provide services to Clients, and consequently the right to refuse the Clients' requests to open payment accounts, without providing an explanation,
  - ii. To request from the Clients data required to fulfil its prescribed obligation to prevent money laundering and terrorist financing. In the case that the Client fails to submit information that enables the Bank to implement the analysis of the Client and/or execute a specific payment transaction in accordance with the regulations on the prevention of money laundering and terrorist financing, the Bank shall not establish a business relationship, that is, it shall refuse to execute a specific payment transaction ordered by the Client or on behalf of the Client, or will temporarily, until submitting of complete documentation by the Client, unable disposal with funds on the account, and, if so provided in the regulations and/or the Bank's business policy, terminate the already established business relationship,
  - iii. Not to open the account, if it determines that a Client was placed on the official lists of sanctions relating to the prevention of money laundering and terrorist financing, in accordance with local and/or international regulations, and if opening an account for a Client would represent a reputational risk for the Bank,
  - iv. To block the use of services and products related to the account, in part or in full, without the consent of the Client, for the reasons set forth in the positive regulation governing, as well as in cases when the Bank is not in a position to fulfil its' obligations defined with the regulation and internal acts which regulate the prevention of money laundering and terrorist financing, i.e. acting in accordance with international sanctions imposed against certain countries, pursuant to the applicable regulations and the policy of the UniCredit Group.
  - v. To charge a customer for any accrued and other obligation by direct debiting the account, which the client has with the Bank, without special consent of the client.
8. When opening a current account, the Bank is required to obtain all the data that it is obliged to submit to the NBS in accordance with the regulations, for the purpose of its keeping the Unified Register of Accounts.

## 9. Opening a Client's current RSD account

### 9.1. Private individuals

1. The Bank shall conclude an Agreement on opening, maintaining and closing of a payment account with a private individual in writing, at his request which must include: the name, permanent address or temporary residence (if no permanent address is available) and personal identification number i.e. other identification used for private individual who are not citizens of the Republic of Serbia. After the conclusion of the Agreement and the opening of the account, such private individual become Clients of the Bank. Private individuals are obliged to provide the Bank with the following documents as a prerequisite for the opening of a payment account:
  - i. A document establishing his identification (identity card, passport or other appropriate personal identification document),
  - ii. A non-resident- private individual is required to also submit to the Bank a document from which it can be determined where he resided permanently or temporarily during the past year.
  - iii. A student is required to also provide the Bank with a document from which it will be possible to determine his status.
2. The client private individual can submit a request to open an account in the Bank's branch office or via the Bank's website
3. When client private individual is submitting the request to open a current account, a private individual in the Bank's branch office shall deposit the signatures of persons authorised to dispose of the funds in the account, which will be used to sign the payment order forms. Recording of handwritten signature might be done on electronic appliance – tablet as well, which enables signing of payment orders, as well as other documents, in e-document form. When client private individual is submitting the request to open an account



remotely (web form, contact center), the deposit of the signature of the person authorized to dispose of funds from the account is signed during the Client's first visit to the Branch office.

4. Upon fulfilment of the above requirements, the Bank shall conclude an agreement with the applicant in writing and open his account.

## 9.2. Entrepreneurs

1. The Bank shall conclude an Agreement on opening, maintaining and closing of a payment account with an entrepreneur at his request, submitted by his legal representative or a person authorised to open an account. The application shall contain: the name of the applicant, the place and address of the headquarters, telephone number, business activity, national registration number of the applicant, tax identification number, signature of the authorised representative or other person which is authorized by decision provided by relevant Legal entity's competent authority to provide authority for disposal of Current account funds and stamp of legal entity, if payment service user choses to use the stamp in business relationship with the Bank.
2. During account opening, Bank determines the identity of the entrepreneur, his authorised person, proxy and manager, if entrepreneur has manager, by checking valid and authentic personal documentation, with obligatory presence of persons whose identification has been checked, by obtaining following data: business name, headquarters and address of entrepreneur on which he operates, registration in the Business Registers Agency – register of entrepreneurs, name and surname of entrepreneur, date and place of his birth, personal identification number, address of permanent or temporary residence, type and number of identification document with date, place of issuing and name of issuer, and possibly other data in accordance with regulations. All personal data requesting from the entrepreneur, Bank shall request from his manager, if any, and also the extract from the Register of entrepreneurs about registering the manager. The request for the opening of a current account shall be accompanied by the following documents:
  - i. Decision on registration issued by the competent authority;
  - ii. The founding act of the competent body, if registration is not required, and if founding is based directly on the law, i.e. the excerpt from the Law if registration is not prescribed for an applicant established by law;
  - iii. Notice of the authority in charge of statistical classification of activities, if classified by the authority in charge of statistics - when data on classification of activity is not included in the decision specified under item i), or in the case referred to in item ii);
  - iv. Document provided by the competent authority containing the tax identification number of the applicant - if this information is not contained in the decision under item i) or in the case referred to in item ii);
  - v. Deposited signatures of persons authorised to dispose of the funds in the account – Specimen Signature Card, signed by the legal representative of the applicant i.e. the person authorised for representation in the founding act or another decision of Legal entity's competent authority to provide authority for disposal of Current account funds and certified by the stamp, if payment service user chose to use the stamp in business relationship with the Bank, used to certify payment order forms, direct debit approvals in writing or bills of exchange;
  - vi. Signature of the authorised representative, certified by a competent authority, on the form: Certified Signatures of Authorised Persons or signature certified by Notary Public, except this person is present during submission of Request for opening of account in premises of the Bank, in which case official minutes should be made as confirming document.
3. The documentation referred to in items i), iii) and iv) shall be submitted to the Bank in the original or a copy which has been certified by a competent authority no more than three months earlier.
4. Recording of handwritten signature might be done on electronic appliance – tablet as well, which enables signing of payment orders, as well as other documents in e-document form.
5. Upon fulfilment of the above conditions, the Bank shall conclude a written agreement with the applicant and open his account.
6. The Client shall be responsible for the veracity of the information on the basis of which the Bank has opened and is maintaining the account, and shall compensate the Bank for any damage, loss or expense that occurred as a result of submission of inaccurate and/or incomplete information.
7. The Client is obliged to notify the Bank immediately of any change of the data submitted by the Client to the Bank in accordance with the above, which the client registers with other agencies and organizations, no later than three (3) business days from the date of the change in writing by submitting the appropriate documentation.

## 10. Opening a foreign currency accounts

- a. The Bank may open a foreign currency account in accordance with its business policy only in the types of currencies traded in the foreign exchange market, in accordance with the decision determining the types of foreign currency and foreign cash funds purchased and sold on the foreign exchange market.
- b. The Bank shall maintain the foreign currency account only in the deposited type of foreign currency, i.e. in the type of foreign cash funds deposited into the account.
- c. For a resident-entrepreneur who is authorised by the Tax Administration to perform currency exchange operations, the Bank shall open a special foreign exchange account for these purposes.
- d. If the Bank has opened a current foreign currency account or deposit foreign currency account for a private individual, it shall issue that private individual an identification card.
- e. If amounts have been paid to the foreign currency account of a private individual in different foreign currencies, that is, if different types of foreign currency cash funds have been deposited, the Bank shall register each type of foreign currency separately in the identification card, indicating the type of foreign currency.
- f. The Bank shall determine the appearance and content of the identification cards and enter the name of the bank, information about the owner of the foreign currency account, the account number, as well as other necessary information.
- g. The Client private individual can submit the request for opening of a foreign currency account as a part of account package in the Bank's branch office or via the Bank's website.

## 11. Obligations of the Bank in connection with documentation

- 11.1 The Bank shall preserve the documentation on the basis of which it opens and closes the accounts for at least ten years from the date of closing of the accounts.
- 11.2 The Bank shall preserve the orders on the basis of which the changes in the accounts were registered for at least ten years after the expiry of the year in which these changes have been registered.
- 11.3 The documentation referred to in paragraphs 1 and 2 shall be kept in the original or any other suitable form.

## 12. Authorisation/Power of Attorney

- 12.1 As the account owner, the Client in whose name the account was opened and whose signature was deposited in the Bank is the only person authorised to manage the account. A Client may authorise a specific person/s (proxy) to conclude the Framework Agreement in his name and on his behalf, that is, to open an account or dispose of the funds in his account. The proxy's authorisation to open the account i.e. conclude the Framework Agreement must be certified by the competent authority no more than six months prior to the time of submission. That authorisation must precisely specify all the products and services the proxy is allowed to activate when opening the account. The authorisation to dispose of the funds in the account may be issued at the Bank's premises, personally by the account owner. In the same authorisation the account owner may authorise a proxy to perform payment transactions involving the account regarding which that authorisation is being provided (incoming and outgoing payments, transfer orders, etc.). Exceptionally the proxy may submit to the Bank an authorisation to dispose of the funds in the account, which was certified by the competent authority no more than six months prior to the time of submission, in which case the proxy shall be allowed to take any actions related to the account that have been specified in the given authorisation.
- 12.2 A signature of the proxy must be deposited at the Bank. The Client is obliged to inform the person authorised to manage the account with the GC for payment services and all the documents that make up the Framework Agreement.
- 12.3 As the account owner, the Client is responsible for any disposal of the funds in the account and each payment made by proxy; this, however, does not exclude the responsibility of the proxy himself. The prohibitions that apply to the Client shall also apply to the proxy.
- 12.4 The Bank reserves the right to limit the number of proxies and may reject a request for authorisation if the authorised person fails to submit the relevant personal and other information under the applicable regulations, particularly the regulations governing the prevention of money laundering and terrorist financing.
- 12.5 A proxy is not authorised to issue new or revoke the existing authorisations, nor is he authorised to terminate the Agreement and close the account of the Client, unless it is expressly stated in the power of attorney that he is authorized to perform such actions. The deposited signatures of the proxies shall be valid until revoked in writing, in the form which the Bank finds satisfactory.
- 12.6 In case of any changes in the personal data of the Client or a proxy (e.g. because of marriage, change of residence or change of any other facts relevant to the relationship between the Client and the Bank), the Client must immediately and explicitly notify the Bank of such changes by coming to the Bank so that specific information can be changed on the spot and, if necessary (if the last name was changed), so that a new signature can be deposited.



12.7 The Client is obliged to inform the authorised persons about their rights and obligations in respect of the authorisations for the account as well as to control the authorisations that are given to authorised persons. The Client is responsible for any damage made to the Bank by an authorised person.

12.8 The Client shall immediately provide to the Bank a new authorisation, if the existing one is changed in scope of authority, as well as in the change of authorised persons, revoking the old one, all in writing in the form prescribed by the Bank. The new authorisation is effective for the Bank from the moment when the Bank receives it

### 13. Representation

13.1 The Bank shall open an account for a minor (resident and non-resident) on the basis of the Framework Agreement signed in the name and on behalf of such person by his legal representative, having established the legal representative's identity.

13.2 The Bank shall open an account for a private individual also on the basis of a Court or administrative act (for the person under custody, on the basis of an enforceable Court decision on inheritance, etc.). The Agreement on the opening of an account shall be signed by the person authorised in that document, in which case the Bank shall first establish his identity.

13.3 At the moment when a written notice is submitted to the Bank with adequate proof of death of a private individual in whose name the account is being maintained, or a reliable and verifiable information on the death of a private individual in whose name the account is being maintained, the authorisation and any powers of attorney for managing the account shall cease to be valid, and all the cards related to the relevant account shall be blocked for all further transactions, i.e. shall cease to be valid. Until that time, the Bank shall respect all valid powers of attorney and shall not be held liable for any damages that may occur for third parties until that moment as a result of management and disposal of the funds present in the Client's account by a proxy.

13.4 Upon receipt of notification/information referred to in the previous paragraph, the Bank shall allow account management only on the basis of a final and enforceable decision of the competent Court or other authority, or valid and binding decision on custody of the estate, or other decision of the competent authority, in accordance with applicable statutory regulations.

### 14. Account maintenance

14.1 The Bank maintains RSD and foreign currency accounts under the provisions of the Agreement on opening and closing of such account and other Framework Agreement constitutive acts.

14.2 Persons authorised to dispose of the funds in the account are listed in the specimen signature card with the Bank (hereinafter referred to as: SSC).

14.3 In case of any changes to the SSC, the Client is obligated to notify the Bank thereof in writing, by delivering of new SSC.

14.4 During all the time of business relationship between the Client and the Bank, entrepreneur, which chooses in business relationship with the Bank to use the stamp, may submit to the Bank, in written form, Request to denounce use of stamp in certification of documentation relevant for referring business relationship. With the referring Request, the client will provide the Bank with the new the specimen signature card with the Bank which will not contain the stamp and which will be used in further business relationship between the Client and the Bank, starting with the next business day.

14.5 The client can initiate modification of account package or client data remotely, using the contractually agreed electronic communication channels. The contractual documentation for modification of the account package can also be signed remotely, depending on the technical conditions, with restrictions defined by the Law on the Protection of Users of Financial Services in Remote Contracting. The possibility to modify account package or client data remotely applies only to private individuals.

### 15. Change of payment account

The Bank to a client who opens or has a payment account, provides the services of changing the payment account in the same currency solely based on authorization for changing payment account in written form (Hereinafter: Authorization), with or without closing the payment account opened with previous bank. By authorization, client gives consent to the previous and new Bank for the actions that will be taken when the account is changed.

By authorization, client can determine the services whose execution is transferred to a new account, as following:

- i. Service of all or of some standing order,

- ii. Service of all or of some direct debit and credit transfer,
- iii. Postive balance available on the account,
- iv. Closing account with previous payment service provider,
- v. Other payment services predict by the Law with condition that new Bank can provide that services.

After receiving Authorization, the Bank will give to a client copy of Authorization as a proof of receipt.

#### **15.1 Change of payment account – Bank is new payment service provider**

Within 2(two) business day from the day of receipt of Authorization giving by the client, Bank shall submit a request to the previos Bank for the implementation of action related to the change of payment account.

Wthin 5 (five) business day from the day of receipt of requested information from previous Bank in accordance with Authorazation and received information, conduct following actions:

- i. Activetes the standing order specified in the Authorization and executes them from the day determinated in Authorization,
- ii. Provide condition for execution of the direct debit specified in Authorization and executes them from the day determinated in Authorization,
- iii. Notify the client about other rights related to the execution of direct debits that are contracted (eg. the right to reduce the amount of direct debits, to comply with each individual direct debit, to block direct debit),
- iv. Notify payer who initiate the execution of multiple receving credit transfer determineted in Authorization about new payment account of a client and delivers them copy or example of Authorization,
- v. Notify payee who initiates the payment transaction for direct debit of payment account of a client determinated in Authorization about new payment account of a client and about day when will be execute direct debit from that payment account. Bank with notification also delivers copy or example of Authorization.

The Bank may request from previous Bank or from the client to provide necessary information for notification from point iv. and point v.

#### **15.2 Change of payment account – Bank is previous payment service provider**

Upon demand of new Bank, in accordance with Authorization, Bank will conduct following action:

- i. to delivery to the new Bank, as well to a client on his request, list of existing standing order and available information about consent for direct debit, which execution client want to transfer to a new payment account- within 5 (five) business days from the date of receipt of this request,
- ii. to delivery to the new Bank, as well to a client on his request, available information about miltple receving credit transfer and direct debit for which is given consent to the payee or to payment service provider of the payee, which were made on the clients payment account in the previous 13 (thirteen) months – within 5 (five) business days from the date of receipt of this request,
- iii. refuse to execute the payment transaction based on received credit transfer and direct debit starting from the date determined in the Authorization, and the reasons for refusal to inform payer and the payee, if Bank do not have system established for automatic redirection to a new payment account,
- iv. to dismiss execution of standing order starting from the date determinate in the Authorization,
- v. to transfer all the clients funds from the previous payment account (available positive balance) to a new payment account on the date specified in the Authorization,
- vi. to close a payment account on a date secified in the Authorization.

The Bank will close a payment account if the following conditions are fulfilled:

- a) if the client do not have outstanding debts for payment account and
- b) if the action are performed under point i., ii. and iv.

If the condition for closing payment account are not fullfild, Bank will notify client.

Information regarding the change of the payment account, including information related to the possibility of out-of-court settlement of the disputed relationship, is available to clients free of charge, at the premises of the Bank, as well as on the website of the Bank.

The Bank are not responsible for damage in the case of force majures, which occurred during the change of the client's payment account and which prevented the Bank from fulfilling obligations established by the Law.

## 16. Non-allowed debit account balance

16.1 In the case of the significant overrunning on the current account, exceeding the period of one month, the Bank shall Notice the Client without delay, in writing or on another durable medium:

- i. of the amount of overrunning;
- ii. of the interest rate to be applied to the amount of overrunning;
- iii. of other possible charges, costs and contractual penalties.

## 17. Audit of the accounts

17.1 The Bank carries out the audit of balances in the accounts at least once a year or as often as provided by relevant laws and regulations and draws up the appropriate statements, as a rule, at the end of the year.

17.2 The Bank reserve the right to conduct the audits of the accounts in different time periods.

## 18. Amendments and supplements to the Framework Agreement at the proposal of the Bank

18.1 In the case that the Bank proposes amendments and supplements to the provisions of the Framework Agreement or these GC for payment services, or other document that represent an integral part of the Framework Agreement, it shall provide the Client with a draft version of that amendments and supplements no later than two months prior to the proposed date of implementation of their application.

18.2 Having received the draft, the Client may agree for proposed amendments and supplements to start producing legal effect prior to the proposed date of their application. If the amendments relate to the introduction of new functionalities within e-banking or mBanking application, the Bank may provide the possibility of using these functionalities before the proposed date of application, whereby the Client will be given the opportunity to confirm compliance with the amendments to the relevant General / Special business conditions when first using that functionality. Consent will only apply to the use of new functionalities.

18.3 In accordance with these GC for payment services, it shall be considered that the Client has agreed with the proposed amendments and supplements to the Framework Agreement i.e. these GC for payment services or other documents representing an integral part of the Framework Agreement, if he does not inform the Bank in writing, prior to the effective date of proposed amendments and supplements, that he does not agree with them. The bank is required to notify the Client of this concurrently with the delivery of the proposed draft, as well as of the fact that the Client has the right to terminate the Framework Agreement prior to the day of implementation of proposed amendments and supplements without having to pay the fees and other costs, if he fails to accept the proposal.

18.4 The Bank shall be allowed to change the interest rate and the currency exchange rate without prior notice to the Client, if they are based on the changes in the agreed reference interest rate and the reference rate. The Bank may change the interest rate or the currency exchange rate without notifying the Client, if that rates are more favourable for the Client.

18.5 The Bank reserves the right to amend and supplement the GC for providing Payment Services and other acts of the Bank in accordance with the Law, secondary legislation and internal regulations of the Bank.

## 19. The right of the Bank to terminate the Framework Agreement

19.1 The Bank shall have the right to terminate the Framework Agreement concluded for an indefinite period, with a notice period of two months. The Bank may also terminate the Framework Agreement in cases stipulated in the Law governing contractual relations, or another law, or for reasons set out in these GC of providing Payment Services, or other

Special Conditions for certain additional services/products.

19.2 The Bank shall give notice of termination of the Framework Agreement to the Client in writing.

19.3 Should the Bank terminate the Framework Agreement, the Client shall pay a fee only for the payment services rendered to the date of termination, and if such a fee has been paid in advance, the Bank shall refund the Client for a proportionate share of fees paid.

19.4 The Bank may not charge the Client a fee for termination of the Framework Agreement.

19.5 These terms and conditions for termination shall also apply to the Bank's contractual relationships with Clients that were already in place prior to the effective date of these General Terms for Provision of Payment Services, in connection with the products or services covered by that document.

19.6 Except in cases stipulated in applicable regulations, the Bank may unilaterally terminate the Framework Agreement/Agreement on Opening, Maintaining and Closing the Account without notice, also in the following cases:

- i. If the Bank, when opening an account and/or during the contractual relationship, establishes that the Client had submitted inaccurate, falsified and/or incorrect personal or other information and/or documents important for the proper and lawful provision of payment services,
- ii. If the Client violates the provisions of the concluded Framework Agreement, the Agreement on Opening, Maintaining and Closing the Account and/or another individual agreement governing an individual payment service, and/or a provision of these General Terms and Conditions,
- iii. When the Client's account has been inactive for more than 6 months, and
- iv. In other cases stipulated in the individual Framework Agreement.

19.7 The term 'inactive account' means an account that has been devoid of funds for a period of 6 months, i.e. an account in which there were no changes in terms of payments made to and/or withdrawals from the account. The account turnover does not include transactions involving the recording of interest, fees and other costs of the Bank that are performed automatically.

19.8 Exceptionally, the Bank shall be entitled to unilaterally terminate an agreement without notice, termination immediate:

- i. If it determines that business relationship with the Client would represent a risk to the reputation of the Bank, in particular in case of breach of regulation as well as standards of UniCredit Group for managing the risk of money laundering and financing of terrorism
- ii. If it learns that a particular Client has been placed on the official list of sanctions in accordance with local and international regulations

## **20. The right of the Bank to terminate the Framework Agreement for payment account with basic services**

20.1 The Bank may unilaterally terminate the Framework Agreement on the payment account with the basic services by submitting a notice of reasons for termination in writing no later than two months before effective date of the termination if at least one of the following conditions is fulfilled:

- i. no payment transaction has been made on the payment account for more than 24 consecutive months;
- ii. the consumer opened a second payment account with basic services afterwards;
- iii. the consumer no longer has legal residence in the Republic of Serbia.

20.2 The Bank may unilaterally terminate the Framework Agreement on the payment account with the basic services at the moment of determining the fulfillment of one of the following conditions:

- i. the consumer deliberately used payment accounts for unlawful purposes;
- ii. the consumer has obtained the right to a payment account with basic services on the basis of incorrect information;

20.3 In the notice of termination, the bank shall inform the consumer of the right to object and complaint and the possibility of a non-judgmental dispute settlement.

## **21. Termination of the Framework Agreement at the request of the Client**

21.1 A Client shall have the right to terminate the Framework Agreement with a notice period of 30 days; however, he must first fulfil all his obligations to the Bank under the Framework Agreement. Exceptionally, a Client to whom the use of a payment account is a precondition or a requirement for the use of a Bank's loan product shall be obliged to first completely fulfil his obligations under the loan agreement.

- 21.2 The user of payment services shall also have the right to terminate the Framework Agreement in other cases prescribed by the law governing contractual obligations, or other law.
- 21.3 Should a Client terminate the Framework Agreement, he shall pay a fee only for the payment services rendered up to the date of the termination, and if such a fee has been paid in advance, the Bank shall refund the Client for a proportionate share of the fee paid.
- 21.4 The Bank cannot charge the Client a fee for the termination of the Framework Agreement.

## 22. Closing of payment accounts

- 22.1 At the request of the Client-account owner to close the account, the Bank shall act in accordance with the submitted written request and/or signed Framework Agreement i.e. Agreement concerning the account to which the request applies, and in accordance with applicable statutory regulations that are binding for the Client and the Bank at the time of closing the account. Exceptionally, the account may be closed also by a proxy, if he is authorised to perform this action in a special power of attorney. The Bank shall transfer the funds from the closed accounts to the account specified in the request/authorization or Agreement, that is, pay the Client in cash, in accordance with the request/authorization or Agreement, and close the Client's accounts.
- 22.2 If a Client has submitted a complaint regarding the execution of a payment transaction and/or other payment service related to the account, the Bank shall close the account following the completion of the complaint procedure, provided that the Client has previously fulfilled all his obligations towards the Bank regarding the payment account, as well as his obligations under the agreements and/or application forms and/or requests for individual payment services in connection with the account.
- 22.3 The Bank shall close the account without the request of the Client as the account owner also based on an enforceable Court decision, due to the death of the account owner, or for other reasons. Once the account is closed, or the Agreement terminated, all the services related to the account, rendered until the termination of the agreement, shall cease.
- 22.4 If a Client has concluded several agreements on opening and maintaining of accounts with the Bank, the termination of one of the agreements does not lead to the termination of other agreements, unless so expressly agreed. Termination of the agreement concerning an individual payment service shall not result in automatic termination of the Framework Agreement/Agreement on Opening, Maintaining and Closing the Account; however, the termination of the Framework Agreement/ Agreement on Opening, Maintaining and Closing the Account is a prerequisite for the termination of all the agreements on payment services that are associated with the relevant account.
- 22.5 These General Terms for Provision of Payment Services shall apply to all the types of payment accounts, unless otherwise provided by the specific agreement concluded between the Client and the Bank. The Client shall have the right to close the account free of charge.
- 22.6 The Bank shall close the account of a Client-entrepreneur on the basis of his written request/authorizations submitted by a new payment service provider or the Framework Agreement i.e. the Agreement on Opening, Maintaining and Closing the Account concluded with that Client, as well as for the reasons stated in these General Terms for Provision of Payment Services, transfer the funds to the account specified in the request/authorization i.e. Agreement and close the Client's accounts. The requests for closing of accounts shall be filed on paper, in writing, in the form determined by the Bank, and shall include the name of the applicant, the main office, address and telephone number, national identification number, number of the account whose closing is requested, and the number of the account to which the funds are to be transferred.
- 22.7 The Bank shall also close the accounts if an entrepreneur ceases to exist as a legal entity:
  - i. Based on a law or other regulation,
  - ii. Due to deletion from the Companies' Register,
  - iii. Due to changes to the status.
- 22.8 In case of termination of the entrepreneur as a legal entity based on a law or other regulation, the Bank shall transfer the funds from the account of the entrepreneur to the account of its legal successor, i.e. to the account of the person specified by law or other regulation, and close the accounts of said entrepreneur. If the law or other regulation does not specify the legal successor or another person into whose account the funds are to be transferred, the Bank shall transfer the funds from the account of that entrepreneur to an account opened by the Bank to store unused funds, and close the account of that entrepreneur.
- 22.9 The Bank shall close the account of an entrepreneur after that entrepreneur's deletion from the Companies' Register.

## VIII. ADDITIONAL BANKING SERVICES/PRODUCTS RELATED TO THE ACCOUNT

- 1. A Client may arrange with the Bank to use additional services in connection with the current account, or Bank's products offered at the time of opening of the account. Terms and

conditions for the use of these additional products or services may be defined in these GC for payment services, in the Special Conditions for certain additional services/products of the Bank, or in the individual agreement on the use of these products/services, while fees and commissions for the products/services are specified in the Tariff or in individual agreements.

## 2. Standing order

- 2.1. A Client can arrange a standing order with the Bank, authorising the Bank to make regular and/or occasional payments from his account by performing payment transactions in favour of the payee, under the terms and conditions defined by the Client (payee's account, payment amount, duration, payment schedule). The Bank shall execute the standing order in accordance with the terms agreed with the Client. If the last day for payment is a non-working day of the Bank, the payment shall be made in accordance with the terms agreed with the Client at the time of signing of the standing order. The Bank will execute a standing order only if the account has sufficient funds to cover the entire specified amount of payment, and the Client is obliged to also provide funds to cover the amount of a fee defined in the Tariff. In case that the standing order is not executed on the payment due date, due to insufficient funds in the Client's account, the payment will not be made at all.
- 2.2. A standing order is contracted by signing a Standing Order Form and by providing all relevant elements/data relating to the relevant payment transactions. A standing order ceases to have effect in the manner agreed upon, primarily on the defined day, upon termination by the Client in writing, as well as upon the closing of the accounts of the client for whom payments are being made. Exclusively, standing order will be considered as cancelled also in the case if the client not succeed to obtain sufficient funds, at current account, for standing order execution if the referring order have been executed in 6 subsequent maturities.

## 3. Direct Debit

- 3.1. A Client and the Bank may agree on the execution of payment transactions by direct debit. The Client authorises the Bank to debit his account in order to make regular or periodic payments. Direct debit is a payment service in which the payee, according to the approval of the Client as the payer, initiates a payment transaction to debit the payer's account. The consent for direct debit shall contain the following elements:
- i. Number of the agreement/mandate
  - ii. Name of payer
  - iii. National registration number of payer-entrepreneur
  - iv. Account number of payer
  - v. Name of payee
  - vi. Account number of payee
  - vii. Amount to be paid
  - viii. Date of maturity
  - ix. Currency code
  - x. Exchange rate
  - xi. Signature and stamp of payer if payment service user choses to use the stamp in business relationship with the Bank (certification)
  - xii. Place and date
- 3.2. Direct debits may be single or multiple, with fixed or variable amounts and fixed or periodic dates of maturity. The Bank shall execute direct debits in accordance with the terms and instructions provided by the payee. Consent for direct debit can be given to the payee, the payment service provider, or the payee's provider of payment services. In case that Client is giving the consent directly to the payee or payee's provider of payment services, Client is obligated to submit this consent to the Bank, before execution of the first payment transaction according to the respective consent. The consent covers all individual payment transactions, regardless of whether it was given for one or a series of payment transactions. The payer may cancel the payment order of the payee until the end of the business day preceding the date established for debiting the payer's payment account. The Bank will execute a direct debit transaction only if the Client's account has sufficient funds to carry it out, in accordance with the terms agreed with the payer and the deadlines specified in the agreement/request. Direct debit shall cease to apply in the manner agreed upon, primarily on the defined day, upon termination by the Client in writing, as well as upon the closing of the Client's account from which payments are being made.



#### 4. Payment request at the point of sale

The Bank provides users with whom it has contracted mobile banking services to execute payment transactions at the point of place by instant credit transfer:

- i. Presentation of data on the payer by standardizing a two-dimensional code - QR code,
- ii. downloading merchant information by standardizing a two-dimensional code - QR code.

The Bank offers to clients, merchants, with whom Bank has contracted the service of using POS terminals and E-commerce services, possibility of initiating requests for payment at point of sale through the QR code.

#### 5. Paying the bill by scanning the QR code

The Bank also offers its customers, with whom it has contracted the use of the mobile banking service, the possibility of paying bills (performing credit transfers) using a standardized two-dimensional code - QR code, or by scanning the QR code on the payee's invoice, including when payment (credit transfer) is also performed as an instant credit transfer on these invoices.

### IX. GENERAL CONDITIONS AND THE MANNER OF EXECUTION OF PAYMENT TRANSACTIONS

#### 1. Types of payment orders

- 1.1. Payment transactions made using the current accounts of participants in the payment system are made by use of appropriate payment orders, which represent instructions of the payer or payee, and which require the execution of a payment transaction. The National Bank of Serbia prescribes the form, content and manner of use of payment order forms used for the execution of payment transactions in RSD. A payment order submitted by the account owner to the Bank must be completed in accordance with the regulations and standards applied within the payment system. The payment orders are: a deposit order, a withdrawal order, and a transfer order, and they are used for the execution of payment transactions in RSD.
- 1.2. Filled form of payment order from the Bank may be generated from the electronic appliance - tablet as well, in the form of e-document, which enables the user to have insight in all transaction details, which further enables that the payment order can be delivered to the user, after payment transaction is confirmed, through some of the agreed communication channels.
- 1.3. **A deposit order** is a payment order used to deposit cash to the current account (deposit of daily receipts, payment of liabilities in cash, and other payments). A deposit order shall include the following elements:
  - i. Method of execution (urgent)
  - ii. Name of payer
  - iii. Name of payee
  - iv. Account number of payee
  - v. Currency code (RSD)
  - vi. Amount
  - vii. Purpose of payment
  - viii. Payment code (classification according to the form and grounds for payment)
  - ix. Model number of reference approval number
  - x. Reference approval number
  - xi. Place and date of receipt
  - xii. Date of execution
  - xiii. Signature and/or stamp e of payer if payment service user choses to use the stamp in business relationship with the Bank (certification)
- 1.4. **A withdrawal order** is a payment order used for the disbursement of cash from the current payment account, containing the same elements as a deposit order, a part from indication of the method of the execution (urgent); the difference is that the debit number replaces the approval number, and the number of the current account of the payer



replaces the number of the current account of the payee.

- 1.5. **A transfer order** is a payment order used to transfer funds from one current payment account to another. It must include the following data, submitted on paper or electronically, legible and fully completed:
- i. Method of execution (urgent)
  - ii. Name of payer
  - iii. Name of payee
  - iv. Account number of payer
  - v. Account number of payee
  - vi. Currency code (for dinars: RSD)
  - vii. The amount (maximum twelve integers, comma, at maximum two decimal points)
  - viii. Purpose of payment
  - ix. Payment code (classification according to the form and grounds for payment)
  - x. Model number of debit reference number
  - xi. Debit reference number
  - xii. Model number of reference approval number
  - xiii. Reference approval number
  - xiv. Place of receipt
  - xv. Date of receipt
  - xvi. Date of execution
  - xvii. Signature and/or stamp of payer if payment service user chooses to use the stamp in business relationship with the Bank (certification)
- 1.6. A User - private individual, entrepreneur or agriculturist - submitting to the Bank a payment order in paper form shall be required to submit at least two copies of the payment order; the first copy shall be certified by the Bank and returned to the private individual, while the other shall remain with the Bank as a document on the basis of which the payment transaction is to be executed; Exceptionally, at the request of the payment service user and with the consent of the provider of payment services, the payment order may consist of only one copy, in which case the payment service provider shall be liable to issue the payment service user an confirmation of receipt of the payment order. If the date of execution on the payment order, submitted in paper form, is not specified, the date of execution of the order shall be deemed to be equal to the date of receipt of the order. For private individual, making payment/withdrawal of funds from his account in the Bank, Bank will systematically generate the form, by which signing Client confirms giving the payment deposit/withdrawal order to the Bank.
- 1.7. An electronic order is an electronic message containing an instruction that is electronically generated, sent, inspected, received, processed and stored; in addition to the previously defined elements of the payment order, it also contains elements that serve to verify the authenticity of the submitter as well as accuracy and completeness of the data contained in the order.
- 1.8. The Bank will execute a payment transaction initiated by an order only if the User has provided sufficient funds in the account to make the payment, and the User is required to also provide funds to cover the amount of the fee charged in accordance with the Tariff.
- 1.9. Payment orders used to make payments in foreign currency within the country and payment orders used to make payments abroad, as well as payment orders in RSD and in foreign currency between non-residents, and residents and non-residents, within the country, are laid down in the regulations governing foreign exchange. Payment orders used to make payments between non-residents, and residents and non-residents, within the country, and for making payments abroad are: payment order, collection order, and general foreign currency order which, according to the regulations governing foreign exchange, requires submission of documents proving the grounds for payment i.e. collection.

## 2. Consent of the payer to execute a payment transaction

- 2.1. The Bank will execute a payment transaction only if the payer has given consent for its execution.
- 2.2. It shall be considered that the payer has given consent to execute a payment transaction or a series of payment transactions once he had signed the corresponding orders and submitted them to the Bank, confirming by his signature that the information was correct, and for the entrepreneur additionally with the stamp in accordance with the Specimen card if the payment service user chooses to use the stamp in business relationship with the Bank.

- 2.3. Method of giving consent for the execution of a payment transaction depends on the payment instruments and channels used to receive orders. The User gives consent for the execution of a payment transaction:
- i. In the Bank's branch office - by signing an appropriate order, for the Client, private individual, making payment/withdrawal of funds from his account in the Bank, by signing systematically generated form, or handwritten signature on electronic appliance – tablet which the user previously has recorded in digital archive of the Bank or qualified digital signature from ID card issued by authorized issuer of qualified digital signature.
  - ii. Electronically by use of Token within the e-banking and m m-banking as defined in the Special Conditions for these services,
  - iii. By use of a card and/or PrePaid non-reloadable card – when a card is touched to the terminal or after data from the card has been read, approval can be given by entering a PIN code or by signing the slip provided at the terminal. When paying via the Internet, catalogue, or when using catalogue or telephone sales - approval is given by entering information from the card; as well as by other means of identification, depending on the type of payment and the type of terminal.
- 2.4. Any payment transactions executed by the Bank on the basis of a consent given in the aforesaid manner shall be considered realised on the basis of the consent of the User.
- 2.5. The manner of giving consent for payment transactions initiated in a way that is not defined in these GC for payment services shall be defined in the Agreement, or by Special Conditions applying to specific additional services.

### 3. Receipt of payment orders

- 3.1 The Bank accepts payment orders directly from Users through its branch offices, e-banking, mobile banking, ATMs and other channels, as well as from the payee's and/or Clients via the payee, in accordance with the provisions of these GC for payment services, the Agreement on Opening, Maintaining and Closing the Account, and/or the provisions of the Special Conditions for certain additional services provided by the Bank in connection with the accounts. Exclusively, the Bank may receive order from the person authorized on form predefined by the Bank – Authorization for delivering of payment services instruments to the Bank, which is signed by the person whose signature is recorded in the specimen signature card. Also, the Bank receives payment orders from the merchant, the payee in the case of POS services, E commerce and the payment request at point of sale, in accordance with these GC for payment services, the Agreement on Opening, Maintaining and Closing the Account, and/or the provisions of the Special Conditions for certain additional services provided by the Bank in connection with the accounts.
- 3.2 The Bank may accept orders from Clients by e-mail and electronic/mobile banking, in accordance with individual agreements concluded with Clients, or in accordance with applicable laws and regulations.
- 3.3 Prior to acting on such an order, as a precautionary measure the Bank may request, at the Client's expense, a confirmation of order provided in the manner described in the previous paragraph, by telephone, SMS and/or e-mail, depending on the nature of the case.
- 3.4 The Bank shall not be liable for any loss or damage caused to the Client or any third party in connection with the order received by e-mail.
- 3.5 It shall be considered that the Bank has received payment orders via its receipt channels if they have been submitted during the business day of the Bank as defined in the applicable Timeline which determines the time of receipt and the time of execution of the payment orders. In accordance with the Timeline, the time of receipt of the payment order implies the last moment an order is to be submitted if it is to be executed on the same business day of the Bank. Any orders received during the business day of the Bank, yet after the time of receipt specified in the Timeline, shall be considered received on the next business day.
- 3.6 In case of instant payment it is considered that the Bank has accepted the instant credit transfer in the moment when the Bank has created instant credit order in the IPS payment system.
- 3.7 If the User has specifically contracted with the Bank the day of commencement of execution of the order (standing order), the date of signing the Standing Order Form shall be viewed as the time of receipt of the order, while the time of execution shall be defined by the standing order itself. The date of signing of the Standing Order Form and the date of execution date cannot be the same day.
- 3.8 As regards payment transactions initiated by use of a debit card and/or PrePaid non-reloadable card, the deadline for the execution of a payment order begins to run from the moment when the Bank has received the order from the payee's/accepter of the debit card's provider of payment services.
- 3.9 By submitting an order to the Bank in ways defined in the preceding paragraphs, the payer agrees that his account be debited for the amount stated on the order, representing his obligation to the payee.

#### 4. Execution of payment transactions

- 4.1. The Bank shall execute a received payment order if the following conditions are met:
- i. If the Client has given consent for its execution using one of the agreed methods defined in these GC for payment services,
  - ii. If the payment order is duly completed, legible and signed by the Client,
  - iii. If the payment account has sufficient funds to pay the entire amount stated in the order at the time of execution, whereby the User is required to also provide funds to cover the amount of the fee charged in accordance with the Tariff. The order will be executed in accordance with the Timeline.
- 4.2. As regards transactions originating from the use of a debit card, the date the account is debited may not be the same as the date the transaction took place. The Bank shall debit the Client's account linked to the card when it receives a debit order from the provider of the payee services. The Bank shall reserve funds in the account for the transaction approved by use of a card. Time limits defined by the rules of credit card companies shall apply to the execution of card transactions.
- 4.3. As regards transactions resulting from the use of a PrePaid non-reloadable card, the debit date may be different from the date of transaction.
- 4.4. In the case that a payment order was initiated by a direct debit payment, the Bank shall execute the order only with the consent of the payer.
- 4.5. The Bank shall determine the existence of requirements for the execution of an order at the time of receipt of said order i.e. at the time of execution if the order is being executed on the same day. If the User submits to the Bank an order in which the date of debiting/crediting is in the future, the fulfilment of requirements for the execution of the order will be verified on the day of execution.
- 4.6. The Bank reserves the right to request additional information from the User regarding a specific payment transaction, if so required by regulations governing the prevention of money laundering and terrorist financing, and/or internal acts of the Bank adopted on the basis of these regulations and/or policies of the UniCredit Group. If the User fails to provide the Bank with the requested additional information, the Bank reserves the right not to execute the transaction i.e. to refuse to execute it. If the User gives the Bank an incorrect Unique Identifier or any other incorrect important element of the order, the Bank shall not be responsible for the accuracy and timeliness of execution of the order.
- 4.7. When special regulations for the execution of payment orders require certain documents or specific data, the Bank shall execute a payment order if such documents or data have been submitted.
- 4.8. The Bank will debit a Client's account without a payment order in the following cases:
- i. In an enforcement procedure pending against the Client, in accordance with statutory regulations,
  - ii. To collect overdue fees and claims arising from its business relationship with the Bank,
  - iii. In other cases prescribed by the relevant regulations and/or individual agreements.
- 4.9. Executed payment transaction referred to in the previous paragraph shall not be considered an unauthorised payment transaction, and shall have priority over the payment orders submitted by the Client to the Bank.
- 4.10. The Bank shall execute payment orders according to the time of receipt of orders as stipulated in the Timeline, respecting statutory deadlines and priorities.
- 4.11. The Bank will make payments for the Client within the amount available in the account in RSD payment currency (dinars) for transactions performed in RSD, and for payments executed in foreign currency within the amount available in the account in the currency/currencies defined by the Client, except for payment transactions initiated by payment card, by which payment is executed from the current accounts linked to the referring card. If the Client fails to provide sufficient funds in the account, in the currency he himself has defined, the Bank shall not be obliged to make such payment.

#### 5. Execution of payment transactions on the basis of a bill of exchange

A payment transaction on the basis of a bill of exchange is a payment transaction in which the payee initiates a transaction to debit the payer's payment account based on a bill of exchange and a payment order, in which he requires the transfer of funds from the account of the payer to his account. A bill of exchange is issued in accordance with the law governing bill of exchanges and it represents irrevocable consent of the issuer of the bill of exchange given to his payment service provider to execute a payment transaction initiated by the owner of that bill of exchange. The provisions relating to the recovery of the amounts of authorised and correctly executed payment transactions shall not apply to payment transactions based on bill of exchanges.

## 6. Refusal to execute a payment order

- 6.1 The Bank may not refuse to execute a payment order if all the requirements laid down in the agreement on payment services have been met, unless otherwise stipulated by the law.
- 6.2 The Bank shall refuse to execute a payment order if all the requirements for its execution have not been met, that is, in the following cases:
- i. If the order was corrected, crossed off, deleted or otherwise altered,
  - ii. If the Unique Identifier (UI) or other data which the Client is obliged to provide for the proper execution of the payment order are not correct,
  - iii. If the signature on the debit order is not the same as the signature which the Client or the authorised person had deposited with the Bank,
  - iv. If the stamp on the payment order is not the same as the stamp on the Specimen card for the entrepreneurs that chose to use the stamp in business relationship with the Bank
  - v. If, at the time of receipt or execution of the order, there are no sufficient funds in the Client's account to carry out the order, together with the corresponding fee, in accordance with the applicable Tariff,
  - vi. If the account is blocked for reasons determined by regulations,
  - vii. If the consent to execute the payment transaction was not given in an agreed manner, as defined by these General Terms for Provision of Payment Services,
  - viii. If there are legal obstacles to the execution of the order,
  - ix. If the execution of the order would be contrary to the regulations governing the prevention of money laundering, terrorist financing and foreign exchange transactions.
  - x. For the orders which are executed through IPS payment system, if the provider of payment services of payee does not operate within IPS payment system
  - xi. For the orders executed within IPS payment system, in case that, after the order is submitted in IPS payment system, Bank receive the information about rejection of execution of the instant credit transfer
- 6.3 In payment transactions initiated by the use of a debit card and/or PrePaid non-reloadable card, in addition to the above requirements the Bank will reject the authorisation i.e. execution of a payment order also in the following cases:
- i. If the card used to initiate the payment transaction is blocked, expired or damaged, and
  - ii. If the Client gave consent by entering an incorrect PIN.
- 6.4 The Bank shall not be liable for the non-execution of payment transactions initiated by use of debit cards and/or a PrePaid non-reloadable card due to circumstances that could not be influenced, such as a communications breakdown, power failure, malfunction of a merchant's POS terminal or ATM, omission or failure to act on the part of the payee through which the payment transaction was initiated i.e. the payee's payment service provider, etc.
- 6.5 The Bank is obliged to notify the Client of its refusal to execute a payment order and, if possible, of the reasons for that refusal. The Bank shall inform the client orally and/or through the established channels of communication about its refusal to execute the order, without delay and no later than within the time limit specified for the execution of the order.
- 6.6 For payments executed within IPS payment system, in case of the rejection of the payment order by provider of the payment services of payee, Bank informs the client about the rejection with providing available information on reasons for the rejection which were received from provider of payment services of payee. Bank informs the Client verbally and/or in some other way through established channels of communication about this rejection.
- 6.7 In payment transactions initiated by the use of a debit card and/or a PrePaid non-reloadable card, and bearing in mind the specificity of this payment instrument, the Client will be informed about the refusal to authorise/execute the payment order by the merchant at the point of sale; if the Client is using an ATM, he will receive a slip showing that the transaction was unsuccessful.
- 6.8 Within the domestic payment system, the Bank shall provide notice on the same business day when the order was received, and in the international payment system no later than on the next business day, in a manner defined in the preceding paragraph.
- 6.9 If, having been notified of the impossibility to execute the order, the Client fails to submit to the Bank a proper order, or does not provide missing information, within the defined time limit on the same day, the Bank shall not be liable for its failure to execute the payment order.
- 6.10 If the Bank refuses to execute a payment order in accordance with the above, it shall be considered that the payment order has never been received. The Bank may not transfer the refused payment orders and execute them the next Business Day.

## 7. Cancellation of payment orders

- 7.1 A payer may cancel a payment order at any time prior to the occurrence of irrevocability of that order.
- 7.2 A payer shall cancel a payment order by withdrawing his consent to the execution of a payment transaction or a series of payment transactions. Consent to the execution of a series of payment transactions may be withdrawn in a way that renders any future payment transaction in a series unauthorised. A payer shall withdraw his consent using a written request, or via e-banking.
- 7.3 Taking into consideration the way of functioning of IPS payment system and established deadlines for execution of this types of payment transactions, cancellation of the instant credit transfer is not possible after Bank creates the instant transfer order.
- 7.4 Irrevocability of a payment occurs once the Bank has received the payment order and expedited it into the interbank payment flows, while for the payment transactions initiated by a standing order and/or by the direct debit payee it occurs no later than one business day prior to the date agreed for making a payment by debiting the payer's payment account.
- 7.5 Upon the expiry of these time limits, the payment service User may cancel a payment order solely on the basis of an agreement with the Bank, and if the payment transaction was initiated by the payee, or the payer through the payee, cancellation is possible only on the basis of an agreement with the Bank and with the consent of the payee.
- 7.6 Irrevocability of payment order for deposit/withdrawal for own account, which Client, private individual, submits to the Bank is effective after signing of systematically generated form by the bank
- 7.7 In payment transactions initiated by the use of a payment card and/or a PrePaid non-reloadable card, the User cannot cancel the payment order once the transaction has been authorised.

## X. NOTIFICATIONS PRIOR TO AND AFTER THE EXECUTION OF PAYMENT TRANSACTIONS

### 1. Information to be forwarded to the payer prior to and after the execution of an individual payment transaction

- 1.1. Prior to the execution of an individual payment transaction, the Bank shall submit to the payer, at his request, precise information on the deadline for the execution of that payment transaction and the fees that will be charged to him; if the Bank charges such fees collectively, it shall also provide the type and amount of each individual fee that makes up the aggregate fee. Thus determined obligation of the Bank shall not apply to payment transactions executed by use of debit cards.
- 1.2. When the payer has not been using his payment account, upon receipt of the payment order, the Bank, shall submit the following information to the payer:
  1. Reference number or other data that serves to enable the payer to identify the single-payment transaction, as well as information relating to the payee;
  2. The amount of the payment transaction in the currency in which the payer's payment account was debited or in the currency which the payer specified in the payment order;
  3. The amount of any fees that will be charged to the payer for the execution of the single-payment transaction; if the Bank charges such fees collectively, it shall also provide the type and amount of each individual fee that makes up the aggregate fee
  4. The amount of interest to be paid by the payer, if such interest is paid;
  5. In case of currency exchange - the exchange rate used by the payer's provider of payment services during the execution of the payment transaction, as well as the amount of the payment transaction following the currency exchange;
  6. Debit value date of the payment account i.e. the date of receipt of the payment order.
- 1.3. Notification on executed payment transactions, which contain information stated above, which includes also the information on executed instant credit transfers, Bank is providing to Clients on paper or another durable medium (by post, e-mail, electronic and mobile banking), once per month and no later than by the 15th of the month for the preceding month, free of charge, except in situations where account activity statements are delivered to clients on a daily basis or in a manner otherwise determined by the signed agreements.
- 1.4 Notification of executions payment transactions instant credit transfers at the point of sale, the Bank delivers to payers, merchants, at least following information:

- i. clear information that the request for payment has been made,
- ii. a reference mark identifying the payment transaction at the point of sale,
- iii. the amount of the payment transaction in the currency in which the payer's payment account is in charge.

## 2. Information to be forwarded to the payee following the execution of an individual payment transaction

- 2.1. As the Client's provider of payment services, the Bank which is executing the single-payment transaction on the basis of the Framework Agreement shall, immediately upon execution of that transaction, submit the following information to the Client as the payee:
- i. Reference number or other data that serves to enable the payee to identify the single-payment transaction, as well as information relating to the payer and other data transferred with the payment transaction in accordance with the law;
  - ii. The amount of the payment transaction in the currency in which the payer's payment account was credited or in the currency in which the funds have been made available to the payee;
  - iii. The amount of any fees that will be charged to the payee for the execution of the single-payment transaction; if the Bank charges such fees collectively, it shall also provide the type and amount of each individual fee that makes up the aggregate fee;
  - iv. The amount of interest to be paid by the payee, if such interest is paid;
  - v. In the case of currency exchange - the exchange rate used by the payee's provider of payment services during the execution of the payment transaction, as well as the amount of the payment transaction prior to currency exchange;
  - vi. Credit value date of the payment account of the payee i.e. the date when funds were made available to the payee.
- 2.2. The Bank shall provide the above information, which include also information on received instant credit transfers on the Client's account, on paper or another durable medium (by post, e-mail, electronic and mobile banking), once per month, and no later than by the 15th of the month for the preceding month, free of charge, except in situations where account activity statements are delivered to clients on a daily basis or in another manner determined in the signed agreements.

## XI. DEADLINE FOR THE EXECUTION OF PAYMENT TRANSACTIONS

1. In domestic payment transactions to be executed in RSD, the Bank is obliged to ensure that the amount of the transaction is credited to the account of the payees' provider of payment services on the same business day when the Bank receives the payment order. The Bank is required to credit the funds to the payee and make them available on the same business day, unless the funds are approved through the IPS payment system, when the Bank will immediately approve the payment account of the payee, provided that the Bank has received all information necessary for it to credit the payment account of the payee.
2. If the funds in the account of the Bank, as the payee's provider of payment services, have been credited on a day which is not a business day of the Bank, it shall be considered that the Bank has received the funds for the payee on the next business day, except in case when the funds are received within IPS payments system in which case the Bank will immediately approve the funds to the payee account and make them available
3. In international payment transactions, the Bank shall not be held liable for the actions of foreign banks (payment service providers) and/or intermediaries that participate in the chain of execution of these payment transactions.
4. In payment transactions performed in the currency of third countries, the Bank of the payer shall credit the bank of the payee in accordance with the Timeline and/or in accordance with an instruction provided by the payer in the payment order.
5. The Bank shall make the funds available to the payee-User immediately after the funds have been credited to the payment account.
6. If a client demands cash payment from a payment account, the Bank shall pay the client immediately, free of charge, except in the case of an amount greater than RSD 600.000, or the amount of cash in foreign currency the equivalent of which is greater, at the official middle exchange rate, than RSD 600.000, in which situation the Bank can pay the client on the next business day.
7. The Bank shall ensure the following in connection with the execution of a payment transaction:
  - i. That the Client's payment account debit value date is the same or older than the date when that payment account was debited for the amount of the payment transaction,
  - ii. That the payee's payment account credit value date is the business day when the payment transaction funds were credited to the account of the Bank, at the latest.



## XII. INFORMATION AND DATA ON FEES, INTEREST RATES AND CURRENCY EXCHANGE RATES

1. The types and amounts of all fees and actual costs charged by the Bank to the Client are set forth in the Tariff which represents an integral part of the Framework Agreement. Fees are charged on the end of day in which a payment transaction is made (the payment is visible on the account the next day) except in the cases of international payment transactions.
2. The Bank shall calculate the interest accumulating on funds kept in the current accounts in accordance with the Tariff.
3. In the case that the Client uses funds from the approved payment account overdraft for the purpose of execution of payment transactions, the amounts of interest as well as the method of calculation and payment of interest shall be defined in the Agreement on Approved Overdraft in the Current Account.
4. The Bank shall execute the order in the currency specified in that order. If the execution of a specific payment order requires conversion of a specific currency, the Bank shall apply as the exchange rate the Bank's sale and purchase rate for the currency which applies on the date of payment, as shown in the official currency exchange list published by the Bank on a daily basis on its website and posted in the Bank's branch offices.
5. In payment transactions made by use of a debit card, Special Conditions for Payment Cards for private individuals, Entrepreneurs and Agriculturist shall apply.
6. The Bank reserves the right to, in accordance with its internal acts, contract with clients more favourable interest rates, fees and expenses, for its products and services, which will be determined by the contract concluded with the client.
7. **The collected fee report**

The Bank once a year, without charge, provide the client with the collected fee report. For consumers, the report is submitted no later than March 1 of the current year for the previous calendar year, starting in 2020.

The Bank shall provide to users of payment services who are not consumer, the collected fee report on demand, beginning from 1th of March 2020.

The collected fee report contains in particular the following information:

- i. individual fees for each service and the frequency of using each service during the reporting period - in the event that more services are covered by the service package, information on the fee charged for the entire package, how many times the fee for the package is charged during the reporting period and the possible additional fee which is charged for a service that exceeds the volume covered by the package fee,
- ii. the total amount of all fees charged during the reporting period for each service, each service package provided and services exceeding the scope included in the fee,
- iii. the interest rate of overdraft and / or non-allowed debit balance of the payment account, if the Bank provided this service during the reporting period, as well as the total amount of collected interest on the overdraft and / or non-allowed debit balance in that period,
- iv. pasive interest rate if during the reporting period the Bank has provided a service related to the payment account to which this rate is applied, as well as the total amount of realized interest in that period,
- v. the total amount of fees charged for all services related to the payment account provided during the reporting period.

The Bank shall provide the collected fee report, to a client in a hard copy or on other permanent data carrier (via post mail, e-mail, electronic or mobile banking).

At the request of the client, the Bank is obliged to submit the collected fee report in paper.

## XIII. INFORMATION FOR THE USERS OF PAYMENT TRANSACTIONS REGARDING INTERNATIONAL PAYMENT TRANSACTIONS AND PAYMENT TRANSACTIONS IN CURRENCY OF THIRD COUNTRIES

1. When executing international payment transactions and/or payment transactions in the currency of third countries, the Bank shall provide the payment service User with information about the expected time of execution of the payment transaction immediately prior to the initiation of the payment transaction, while the amount of the fee shall be set out in the Tariff.
2. The Bank shall not be responsible for the actions of payment service providers based in third countries, i.e. actions of foreign banks as providers of payment services participating in international payment transactions.
3. The Bank shall perform international payment transactions and transactions in the currency of third countries in accordance with the international payment order and shall not assume responsibility for the accuracy of the information specified in the order, if the client does not submit an instruction for payment.
4. With signing of Framework Agreement, through this General Conditions which are an integral part of Framework Agreement, the Bank should provide the Client with following relevant



information for realization of Payment orders in operations with other countries, taking into account statements from instructions which in more details manages conditions for processing of Payment Services regulative:

- i. The time needed for processing of crediting of funds to the payee's Bank, determined by Cut-off time plan, which is provided to the client at the moment of signing of Framework Agreement
- ii. The time needed to the payee's Bank to credit funds to payee's current account, is data not available to the Bank and which the Bank can't impact
- iii. Commissions, the Client as an order provider, pays to the Bank for realization of payment order in operations with other countries are specified by Commission Tariff, which is provided to the Client and is an integral part of Framework agreement between the Client and the Bank. Appliance of referring tariff charges, i.e. collection of costs related to realization of payment orders in operations with other countries, is impacted by option of payment the client chose at the moment of issuing of order, amount, urgency of order processing, whether the payment is within or out of Euro Zone, or whether the Bank of payee operates as part of UniCredit Group
- iv. Credit value date is defined to be in line with the deadlines specified in the cut off time plan, depending of order receiving time i.e. depending on that whether the order is provided before or after cut-off time for referring transaction
- v. In the case the payee's Bank make complain for referring payment, regarding request for confirmation/amendment of data from the order, the Bank will inform the Client about request in oral with additional request toward client to confirm or amend data in order. In the case the payee's Bank return funds due to errors in the order, the Bank will not be responsible for potential costs neither damage generated due to non-realization of orders initiated by incorrect data in the order the client submitted to the Bank. The Client has right to complain, in line with stipulations in this General Conditions for providing payment services, if it considers the Bank didn't behave in line with relevant Laws, Framework Agreement and Business conditions.
- vi. When the Bank need reserve funds for payment transaction in the currency defined in order from dinar-foreign currency funds of the client, FX rates valid at the moment of reserving of funds will be applied, exceptionally if the Client and the Bank haven't agreed other FX rates characteristic for specific situation.

#### **XIV. OBLIGATIONS RELATED TO PAYMENT INSTRUMENTS**

##### **1. Obligations of the Bank in relation to payment instruments**

1.1. The bank issuing a payment instrument shall ensure the following:

- i. That personalised security features of a payment instrument are available exclusively to the Client to whom that instrument was issued;
- ii. That the Client can, at any moment, adequately inform the bank immediately upon learning of the loss, theft or misuse of a payment instrument, or demand to be allowed to re-start using the payment instrument once the reasons for its blocking no longer exist, if the conditions necessary for further safe use of a specific payment instrument have been met;
- iii. To prevent any further use of the payment instrument once the Client has informed the Bank of the loss, theft or misuse of that payment instrument.

1.2. The Bank shall provide the Client with proof that that Client had notified the Bank of the loss, theft or misuse of a payment instrument, if the Client submits a request for that proof within 18 months from the date of notification. Detailed obligations relating to specific payment instruments are specified in the Special Conditions for Certain Products/Services of the Bank pertaining to the relevant payment instrument.

##### **2. Obligations of the payment service Users in relation to payment instruments**

2.1. Users of payment services shall use the payment instruments in accordance with prescribed i.e. contracted terms governing the issuance and use of that instruments, that is, in accordance with these GC for payment services and the Special Conditions for Certain Products/Services of the Bank.

2.2. In particular, immediately upon receipt of the payment instrument the payment service Users shall take all reasonable and appropriate measures to protect the personalised security elements of that instruments (e.g. personal identifier).

2.3. Users of payment services shall notify the Bank immediately upon learning of the loss, theft or misuse of a payment instrument.

### 3. Limitation of use of payment instrument (payment instrument blockade)

- 3.1. In its General Business Conditions, the Bank shall define the restrictions of use and spending limits for individual payment instruments.
- 3.2. Notwithstanding the defined restrictions/limits, the Client and the Bank may agree on additional i.e. different spending limits for individual payment transactions, or several payment transactions in a given period, if these transactions are executed on the basis of a payment instrument.
- 3.3. The Bank can deny the Client the use of a payment instrument if there are justifiable reasons related to the safety of the payment instrument, if there is suspicion of unauthorised use of a payment instrument or suspicion of its use for fraudulent purposes, or if there is increased risk that the Client will not be able to fulfil his payment obligation where the use of a payment instrument is associated with the approval of a loan or overdraft. More detailed reasons for denial of use of certain payment instruments are set out in the Special Conditions for Certain Products/Services of the Bank.
- 3.4. The Bank shall notify the Client of its intent to block a payment instrument and the reasons for that blockade by e-mail, by telephone, or by sending an SMS message to the telephone number provided by the Client as means of contact; if the Bank is unable to notify the Client prior to blocking the payment instrument, it shall do so immediately after.
- 3.5. The Bank shall not notify the Client of its intent to block a payment instrument, or that a payment instrument has been blocked, if provision of such notice is prohibited by law, or if there are legitimate security reasons.
- 3.6. The Bank will re-enable the use of a payment instrument once the conditions necessary for continued safe use of a specific payment instrument have been met, or it will replace the instrument with a new one once the reasons for the blockade no longer exist.

## XV. UNAUTHORISED/UNEXECUTED/INCORRECTLY EXECUTED PAYMENT TRANSACTIONS

### 1. The Bank's liability for unauthorised payment transactions

- 1.1 The Bank shall be liable for the execution of payment transactions for which no consent has been given by the payer (hereinafter: unauthorised payment transaction).
- 1.2 The Bank responsible for the execution of an unauthorised payment transaction shall, immediately upon learning of it, refund the amount from the transaction to the payer, that is, return the Client's payment account to the state in which it would have been had the unauthorised payment transaction not been executed. The Bank shall also refund the amount of all the fees charged to the Client, that is, refund i.e. pay any interest to which the payer would have been entitled, in accordance with the Tariff, had the unauthorised payment transaction not been executed.

### 2. The Bank's liability for unexecuted and incorrectly executed payment transactions

- 2.1 If a payment transaction was initiated by the payer, the Bank, as the payer's provider of payment services, shall be accountable to the payer for its execution in accordance with the Law, that is, in accordance with the time limits for the execution of payment transactions as defined by law and these GC for payment services.
- 2.2 An unexecuted payment transaction means that the Bank failed to execute the payer's payment order, while an incorrectly executed payment transaction is a transaction that was made in the amount smaller or larger than the amount specified the payment order, i.e. a transaction that was not executed in accordance with the time limits set forth for its execution in the Law, in these GC for payment services, the Timeline, and the like. A payment transaction shall be considered correctly executed if it was executed in accordance with the instructions of the payer, in the amount indicated on the payment order, and within the time limits stipulated in the Law, these GC for payment services, and the Timeline.
- 2.3 Immediately upon learning of it, the Bank responsible for an unexecuted or incorrectly executed payment transaction shall refund the amount of the unexecuted or incorrectly executed transaction to the payer, that is, return the payer's account to the state in which it would have been had the improperly executed payment transaction not occurred, unless the payer requires correct execution of the payment transaction.
- 2.4 The Bank responsible for the unexecuted or incorrectly executed payment transaction shall refund the amount of all the fees charged to the payer, that is, refund i.e. pay any interest to which the payer would have been entitled, in accordance with the Tariff, in relation to the unexecuted or incorrectly executed payment transaction.
- 2.5 As the payer's provider of payment services, the Bank is also liable for an unexecuted or incorrectly executed payment transaction if an intermediary involved in the execution of a payment transaction between payment service providers is responsible for that transaction. The Bank shall have the right of recourse to the intermediary, in the amount paid to the payment service User.

- 2.6 The right to recourse does not exclude the right of the Bank to claim from the intermediary damages suffered as a result of its failure to execute a payment transaction or its incorrect execution of a payment transaction, in accordance with the Law i.e. agreement concluded between the Bank and the intermediary.
- 2.7 In the case of an unexecuted or incorrectly executed payment transaction, upon written request of the payer, irrespective of responsibility for the correct execution of a payment transaction, the Bank shall immediately take appropriate measures to determine the payment transaction's flow of funds and provide the payer, without delay, with information on the outcome of undertaken measures.
- 2.8 The Bank and the payer shall not be responsible for the execution of a payment transaction in the case of *force majeure* which prevented the fulfilment of obligations.
- 2.9 If the payment transaction was initiated by the payee or the payer via the payee, the payee's provider of payment services shall be accountable to the payee for proper delivery of the payment order to the payer's provider of payment services.
- 2.10 The payee's provider of payment services shall submit to the payer's provider of payment services the payment order issued by the payee, or by the payer via the payee, within the period agreed between the payee and his payment service provider.
- 2.11 In the case of direct debit, the payee's provider of payment services shall submit the payment order within the time limit which will enable the payer's provider of payment services to credit the account of the payee's provider of payment services for the amount of the payment transaction on the agreed maturity date (agreed day).
- 2.12 If the Bank, as the payer's provider of payment services and, when so required, also the payee's provider of payment services, submits evidence that the account of the payee's provider of payment services has been credited for the amount of a domestic payment transaction executed in RSD, the payee's provider of payment services is accountable to the payee for an unexecuted or incorrectly executed payment transaction, on the same business day when the Bank, as the payer's provider of payment services, received the payment order.
- 2.13 The Bank shall not be held liable for non-execution of a payment transaction in the case of extraordinary and unforeseen interference in the performance of payment services. Interference means events that hinder or impede the performance of these services, caused by *force majeure*, war, riots, acts of terrorism, strikes, interruption of telecommunication lines or other channels of communication, actions and regulations by any state or other competent authority, termination or improper functioning of the payment system, which the Bank was not able to influence and which represent objective obstacles to the provision of these services.

### 3. Responsibility for the use of unique identifier (UI)

- 3.1 If a payment order was executed in accordance with the UI of the payee provided in the order, it shall be considered that the order was executed correctly in the part that relates to the definition of the payee, regardless of other data submitted to the Bank.
  - 3.2 If the UI submitted to the Bank is incorrect, the Bank is not responsible for the non-executed or improperly executed payment transaction.
  - 3.3 In the case from point 3.2, at the request of the payment service user, the Bank shall immediately take all reasonable measures to refund the payment transaction amount to the payment service user, and the payment ordering bank shall cooperate with the payer's payment service provider for this purpose and provide him with all the necessary information in order to recover the amount of the payment transaction. If it is not possible to return the money to the payer, the payer's bank will promptly provide all available information to the payer for exercising the right to repayment of funds (eg information on the payer's payment service provider and / or a payee) at the written request of the payer.
  - 3.4 In the case of a payment transaction which was not executed due to incorrect UI, immediately upon learning of it the Bank shall refund the amount of the unexecuted payment transaction to the payer.
  - 3.5 The Bank will charge a fee for determining the flow of the funds, in accordance with the Tariff.

### 4. Some cases of incorrect execution of payment transactions

- 4.1 The rights and obligations of the Bank are as follows:
  - i. If the Bank, as the payer's provider of payment services, transfers to the payee's provider of payment services the amount of a payment transaction that exceeds the amount specified in the payment order, or if it erroneously executes the same payment order several times - based on the evidence provided by the Bank, the payee's provider of payment services shall refund such funds to the Bank without delay. For payment transactions which are executed within IPS payment system, Bank as provider of payment services of payer has a right to initiate the return of funds on executed instant credit transfer (**hereinafter: instant transfer refund**) from provider of payment services of payee in case of multiple execution, if the amount is higher than the amount on the order or if the transfer was

- made by mistake caused by technical reasons
- ii. If the payee's provider of payment services has been transferred an amount that is lower than the amount of the payment transaction specified in the payment order, the Bank, as the payer's provider of payment services may, in the case of a domestic payment transaction executed in RSD and if it notices the omission on the same day, transfer the difference to the payee's provider of payment services during the same business day, without the Client's request for correct execution of the payment transaction;
- iii. If the funds have been transferred to another payee instead of the one indicated in the payment order, in the case of a domestic payment transaction executed in RSD, the Bank, as the payer's provider of payment services, may correctly execute the payment transaction on the same business day even in the absence of the payer's request for the correct execution of the transaction (if the error was noticed the same day), and the provider of payment services of the payee to whom funds have been transferred by mistake shall, in any case, return the received funds (transfer as refund) to the Bank, without delay, on the basis of evidence provided by the Bank.

4.2 Refund referred to in items i) and iii) shall have priority over the execution of any other payment transactions from the payment account to which the funds have been transferred.

## 5. Liability of the payer for unauthorised payment transactions

5.1 The payer shall bear the losses arising from the execution of unauthorised payment transactions up to the amount of RSD 15.000, if such transactions are executed by use of :

- i. Lost or stolen payment instrument, or
- ii. Payment instrument that has been misused because the payer has failed to protect his personalised security elements.

5.2 The payer shall bear all the losses arising from the execution of unauthorised payment transactions if these transactions were executed due to fraudulent actions of the payer or his failure to fulfil the obligation to inform the Bank of the loss, theft or misuse of a payment instrument as a result of intent or gross negligence. Should the Bank determine, having refunded the amount of an unauthorised payments transaction, that the transaction was executed as a result of a fraudulent act of the payer, the Bank shall have the right to charge the payer's account for the amount of that refund.

5.3 The payer shall not bear any losses if the Bank had failed to provide him with an appropriate method of notification of a lost, stolen or misused payment instrument, except where such losses were incurred as a result of fraudulent actions of the payer.

The payer shall not bear any losses caused by unauthorised payment transactions that were executed after he had informed the Bank that the payment instrument was lost, stolen or misused, except where such losses were incurred as a result of fraudulent actions of the payer.

## 6. Notice or request as a condition for refund of amount or correct execution of payment transaction

- 6.1. The Bank shall provide to the Client: a refund of the unauthorised payment transaction and unexecuted or incorrectly executed payment transaction, or correct execution of an unexecuted or incorrectly executed payment transaction, if the Client notifies it of an unauthorised, unexecuted or incorrectly executed payment transaction, that is, if he requests correct execution of a payment transaction immediately upon learning of the executed payment transaction (for example, based on the Bank's submitted confirmation of an executed payment transaction, in a manner defined in these GC for payment services), provided that such notice/request is submitted 13 months from the debit date at the latest.
- 6.2. If the Bank had provided the Client with information on the payment transaction in accordance with the Law and in a manner defined in these GC for payment services, and the Client had failed to submit the request referred to in the previous paragraph immediately after receiving such information, the Client shall lose the rights to which he would be entitled thereby.
- 6.3. If the Bank had failed to provide the Client with information on the payment transaction in accordance with the Law, it shall ensure that the Client is refunded the amount referred to in the previous paragraph even after the expiry of 13 months, if the Client had notified the Bank of an unauthorised, unexecuted or incorrectly executed payment transaction immediately upon learning of such transaction.

## 7. Refunding the amounts of authorised and properly executed payment transactions

- 7.1 As the payer's provider of payment services, at the request of the payer the Bank shall refund the entire amount of an authorised and correctly executed payment transaction initiated by the payee, or the payer via the payee, if the following conditions are met:
- i. The payer has given consent to execute the payment transaction without specifying the exact amount of the payment transaction;
  - ii. The amount of the payment transaction is higher than the amount the payer could reasonably have expected, taking into account the amounts of his previous payment transactions and the circumstances of the specific case.
- 7.2 The Bank may request that the payer provide evidence of the facts pertaining to the fulfilment of these conditions. The payer may not refer to the requirement under item ii) if the higher amount of the payment transaction is a consequence of currency exchanged at the agreed reference rate.
- 7.3 The payer may submit the request within 56 days from the debit date.
- 7.4 As the provider of payment services, the Bank shall refund to the payer the entire amount of the payment transaction, or inform him of the reasons for its refusal to do so, within ten business days from the day of receipt of the request.
- 7.5 Should the Bank refuse the request, in the notification of the reasons for such refusal the Bank shall also inform the payer of the procedure for the realisation of the protection of rights and interests of users of payment services, including extra-judicial resolution of the disputes, of the proceedings that may be initiated due to the violation of the provisions of law, and of the authority in charge for conducting such proceedings.
- 7.6 The payer shall not be entitled to a refund of the amount of authorised and correctly executed payment transaction initiated by the payee, or the payer via the payee, if the following conditions are met:
- i. The payer gave his direct consent to the Bank to execute the payment transaction;
  - ii. The Bank or the payee informed the payer of the future payment transaction in the agreed manner, at least 28 days prior to the date of maturity.
- 7.7 For payment transactions which are executed within IPS payment system, Bank as provider of payment services of payer can on the request of Client/ payer to initiate the instant transfer refund in cases when Client as payer has executed instant transfer on a wrong account, executed the payment in a wrong amount etc. After receiving the response from the provider of payment services of payee, on initiated instant transfer refund, Bank will inform the Client about the rejection of the refund and reasons for the rejection received from provider of the payment services of payee, or will credit the client account for the refunded amount, if the refund is executed. In case of rejection of the refund, Bank will, as provider of payment services of payer, on the written request of the Client, provide all available information regarding the concrete instant credit transfer, necessary for exercising the rights for money refund such as information about payee or provider of payment services of payee and similar.
- 7.8 For payment transactions which are executed within IPS payment system, Bank as provider of payment services of payee is obligated to act upon received request for the instant transfer refund and make the refund of funds, in fulfilment of preconditions for such refund, or to reject the refund in case that payment account of the payee is closed, in case that refund has previously been executed, payee did not give the consent for the refund or other reasons defined by regulation. In case of rejection of the instant transfer refund, Bank as provider of payment services of payee is obligated to state the reasons for the rejection to the provider of payment services of the payer.

#### **8. Refund based on payment at the point of sale**

- 8.1 At the request of the payer, the bank will initiate with merchant, and after the executed request of payment at point of sale, refund of the amount from that claim if the payer deny the debit of his payment account for one of the following reasons:
- i. the payer received information about the executed order and the merchant disputes the receipt of this information, due to which he has not delivered the goods and/or service,
  - ii. the payer denies the receipt of goods and / or services after the payment made at the point of sale.

## **XVI. PROTECTION OF RIGHTS AND INTERESTS OF CLIENTS**

## 1. Confidential information and protection of personal data

- 1.1 Confidential information include data concerning the payment service User obtained by the Bank in the course of doing business, including the User's personal information, as well as information on the payment transactions and the status of and changes in the payment account of the payment service User.
- 1.2 The Bank, members of its bodies, persons employed or engaged by the Bank, and any other persons who have access to information due to the nature of their work (**hereinafter referred to as: persons obliged to protect confidential information**) shall not be allowed to disclose or forward such information to third parties or enable their access to such information.
- 1.3 The obligation to protect confidential information shall continue even after the termination of the status on the basis of which the above persons were allowed access to data representing Confidential Information.
- 1.4 Exceptionally, the Bank may disclose or forward such information to third parties, i.e. allow them access to such information:
  - i. If the person to whom the data refer previously gave written consent;
  - ii. If so requested, for the purpose of control, by the authority in charge of controlling the operations of the Bank as a provider of payment services;
  - iii. On the basis of a decision or request of the competent Court;
  - iv. If information is required by the Ministry in charge of internal affairs, the authority in charge of combating organized crime, and the authority in charge of prevention of money laundering, in accordance with the law;
  - v. If information is required by the Tax Administration or the authority in charge of control of foreign exchange, in accordance with the regulations governing the affairs within their purviews;
  - vi. In connection with property proceedings, at the request of the guardian of property, or consular offices of foreign countries, upon submission of written documents proving justified interests of these persons/entities;
  - vii. In connection with enforcement or security proceedings against the property of the payment service User, based on the request of a Court, a public enforcement agent, or other competent authority participating in these proceedings;
  - viii. In other cases, if prescribed by law.
- 1.5 The Bank shall have the right to disclose information i.e. submit them to an investigative judge, public prosecutor and the Courts, that is, to other authorities exercising public-legal powers – solely for the purpose of protecting its own rights, in accordance with the law.

## 2. The right to a complaint and the notice of complaint

- 2.1. A payment service User can submit a complaint to the Bank if he believes that the bank does not comply with the provisions of the law, other regulations, the General Conditions for providing payment services or good business practices and obligations from the contract concluded with the bank, and with the complaint expresses dissatisfaction with the bank's actions or points to its omissions. Regardless of whether the complaint is related to the basic or additional debit card, the User of the financial service, i.e. the account owner must also be the complainant to the Bank, except in the situations described in more detail in point 2.5 of these General Conditions for providing Payment Services.
- 2.2. A payment service User have the right to complain within a period of three years from the day his rights or legal interests have been violated in accordance with paragraph 2.1. If the payment services User is filing the complaint after the stated deadline has expired, Bank will inform him that the complaint is submitted after the deadline and that it is not obligated to consider the complaint.
- 2.3. A payment service User may submit a complaint in one of the following ways:
  - i. In the business premises of the Bank using the Contact form which is available at all branches of the Bank,
  - ii. By submitting a complaint by post to the following address:  
UniCredit Bank Serbia JSC.  
Stakeholders and Service Intelligence  
Rajiceva St. 27-29  
11000 Belgrade
  - iii. By e-mail at: josbolje@unicreditgroup.rs



- iv. Through the Bank's website.
- v. through an electronic or mobile banking application, if the complaint refers to services that the Bank provides or has provided through those services.

- 2.4. It is necessary that a complaint must contain information about the complainant based on which it will be possible to identify the complainant i.e. determine the business relationship with the Bank to which the complaint relates, as well as reasons for submission of complaint.
- 2.5. Along with the complaint submitted through the proxy, a special power of attorney is also submitted by which the user/client's legal representative authorizes the proxy to file a complaint against the bank's work on his behalf and for his account and undertakes actions in the procedure based on that complaint, and by which he gives permission to them make available to that representative information that represents banking secrets, in the sense of the law governing banks, that is, business secrets in the sense of the law governing payment services.
- 2.6. For the written complaints submitted to the Bank electronically, via dedicated e-mail or via website that is, through an electronic or mobile banking application, Bank will confirm the receipt via e-mail on the same day when the complaint is received, while for the complaints received after the regular opening hours of the Bank, complaint shall be considered to have been received on the next business day, of which the complainant shall be informed in the confirmation of receipt of the complaint.
- 2.7. The Bank shall provide the complainant with a clear and understandable response to the complaint, in writing, no later than 15 days from the day of receipt of the complaint. If, for reasons not depending on its will, the Bank is unable to submit a response within the specified period, that period may be extended for no more than 15 additional days, about which the Bank shall inform the complainant in writing within 15 days of receipt of the complaint. In its notification, the Bank shall clearly and understandably present the reasons due to which it is unable to provide a response within 15 days of receipt of the complaint, as well as the final deadline for its response.
- 2.8. The Bank shall not charge the complainant a fee, or make any other charges for acting upon his complaint.
- 2.9. If the user is not satisfied with the response to the complaint or the response to the complaint has not been sent to him within the prescribed period of 15 days, he can submit a complaint to the National Bank of Serbia, within six (6) months from the date of receipt of the response, by mail to the address of the National Bank of Serbia, PO Box 712, 11000 Belgrade or through the website: [https://www.nbs.rs/sr\\_RS/formulari/prituzba/](https://www.nbs.rs/sr_RS/formulari/prituzba/).
- 2.10. In the case that the complainant is dissatisfied with the response to his complaint, or that the response was not provided within the set time limit, his controversial relationship with the Bank can be resolved in extra-judicial proceedings i.e. by mediation. Once a mediation procedure is initiated, a complaint may no longer be filed with the NBS; however, the time limit set for its submission shall not run for the duration of the mediation process.
- 2.11. The mediation process, before the National bank of Serbia, is initiated at the request of one of the parties in the dispute that is accepted by other party. This proposal, which User submits to the National bank, must include the deadline for its acceptance that may not be less than five days and no longer than fifteen days, starting from the day of submitting the proposal.
- 2.12. A mediation process shall not preclude or affect the exercise of the right of the complainant to court protection.

## XVII. THE UNIFIED REGISTER OF ACCOUNTS

- 1. The National Bank of Serbia maintains a unified register of current and other accounts of legal entities and private individual (hereinafter: **Unified Register of Accounts**) in electronic form. Banks that maintain current and other accounts of legal entities and private individual in accordance with the law shall regularly submit to the NBS data on these accounts and shall be held accountable for the accuracy of that data.
- 2. Data from the Unified Register of Accounts concerning private individuals are publicly available and are subject to the provisions of the laws governing the confidentiality of data relating to payment services and regulations governing personal data protection.

## XVIII. TRANSITIONAL AND FINAL PROVISIONS

- 1. These GC for payment services have been drafted in accordance with the Law and regulations of the Republic of Serbia, and are available on the website of the Bank: [www.unicreditbank.rs](http://www.unicreditbank.rs) as well as in all branches of the Bank.
- 2. The law of the Republic of Serbia shall apply to mutual relations between the Bank and the User. The competent Court in accordance with the law shall have jurisdiction over any disputes that might arise from the mutual contractual relationship between a Client and the Bank or these GC for payment services.
- 3. The Bank shall inform the Clients regarding the amendments to these GC for payment services through established channels of communication, two months prior to their application. It shall be considered that a Client has agreed with the amendments and supplements to these GC for payment services if he did not notify the Bank of his refusal to accept them by the





date of their entry into force. Once the notification of non-acceptance of the amendments and supplements to these GC for payment services is received, it shall be considered that the Client has terminated the present agreement.

4. These GC for payment services have been drafted in Serbian and English. In case of discrepancy between the Serbian and English versions, the Serbian version shall prevail.
5. The provisions of GC for payment services shall enter into force on the date of its adoption by the Supervisory Board, and shall apply from 8<sup>th</sup> of January 2024.

**Supervisory Board of UniCredit Bank Serbia JSC**